

# MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF **Greenville** } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**We, R. J. Smith and Nell K. Smith**  
**Greenville, S. C.**

hereinafter called the Mortgagor, send(s) greetings: of

WHEREAS, the Mortgagor is well and truly indebted unto **The South Carolina National Bank of Charleston, (Columbia Branch)**, a corporation

organized and existing under the laws of **the United States of America**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith the terms of which are incorporated herein by reference to the principal sum of **Twenty-five Hundred and No/100** Dollars (\$ **2,500.00**), with interest from date at the rate of **four and one-half** percentum (**4 1/2** %) per annum until paid, said principal and interest being payable at the office of **The South Carolina National Bank of Charleston, in Columbia, S.C.** at such place as the holder of the note may designate in writing, in monthly installments of **nineteen and 13/100** Dollars (\$ **19.13**), commencing on the first day of **August**, 19**41**, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **July**, 19**36**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Southwest side of Bates Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 13 on plat of Skyland Park, made by Dalton & Neves, Engineers, March, 1941, recorded in the R. M. S. Office for Greenville County, S. C., in Plat Book L, at page 41, and having according to said plat and a recent survey made by R. E. Dalton, May 21, 1941, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the Southwest side of Bates Avenue, joint front corner of Lots No. 13 and 14, said pin also being 412.6 feet in a Northwesterly direction from the point where the Southwest side of Bates Avenue intersects with the Northwest side of Webster Road, and running thence with the line of Lot No. 14, S. 53-47 W. 170 feet to an iron pin; thence N. 36-13 W. 50 feet to an iron pin; thence with the line of Lot No. 12, N. 53-47 E. 170 feet to an iron pin on the Southwest side of Bates Avenue; thence with the Southwest side of Bates Avenue, S. 36-13 E. 50 feet to the beginning corner.

*R. J. Smith + Nell K. Smith*

To:  
*The South Carolina National Bank of Charleston (Columbia Branch)*  
For value and without recourse, *The South Carolina National Bank of Charleston (Columbia Branch)* hereby assigns, sets over and transfers unto *The RFB Mortgage Company of Charlotte, N.C. or order*, the within mortgage and the note which it secures.

In Witness Whereof, *The South Carolina National Bank of Charleston (Columbia Branch)* has caused these presents to be signed by *Jas. J. Robb*, its Vice-President, and its seal to be affixed this *20th* day of *August*, 1941.

Signed, Sealed & Delivered  
in the Presence of:  
*J. Glenn Cook, Jr.*  
*L. H. Hiers*



*The South Carolina National Bank of Charleston (Columbia Branch)*  
By: *Jas. J. Robb*  
Vice-President.

*Assignment Recorded Aug. 21-1941 at 10 A.M. #124021*

This Mortgage Assigned to *The Gramatan Natl. Bank + Trust Co*  
on *11th* day of *July*, 1941. Assignment recorded  
in Vol. *330* of R.F. Mortgages on Page *280*. #12493

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described, and all of the property hereinbefore mentioned is hereinafter referred to as "mortgaged property."

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants with the Mortgagee that Mortgagor is lawfully seized in fee of the mortgaged property; that said property is free from all encumbrances and liens whatsoever, except

that Mortgagor has a good and legal right to sell and convey the same to Mortgagee; and that Mortgagor will warrant and defend the title to said property to Mortgagee forever against the claims and demands of any person or persons whomsoever, and if Mortgagee shall bring or defend any action to protect or establish any of its rights hereunder, the Mortgagor will pay all costs and expenses, including reasonable attorney's fees, all of which shall be added to the indebtedness secured hereby.