

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVENOR—JARRARD CO.—GREENVILLE 40451

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James William Smith

SEND GREETINGS:

Whereas, I the said James William Smith

in and by my certain promissory note in writing of even date with these presents, am well and truly indebted to Henry P. Willimon

in the full and just sum of Three Hundred & No/100 (\$ 300.00) Dollars, to be paid as follows: \$10.00 on the 10th day of May, 1942, and \$10.00 on the 10th day of each and every calendar month thereafter until paid in full,

with interest thereon from date at the rate of 6% per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that I the said James William Smith, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Henry P. Willimon

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said James William Smith in hand well and truly paid by the said Henry P. Willimon

at and before signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said

Henry P. Willimon, his heirs and assigns:

All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and the City of Greenville, on the East side of Elford Street, beginning at an iron pin approximately 70½ feet from the corner of Thompson Street and running thence with Elford Street, N. 47 E. 35 feet, more or less, to an iron pin corner of lot sold to Sarah Terry; thence with her line, S. 12 E. 72½ feet, more or less, to Harrison Deal's corner; and thence with his line, 56 feet, more or less, to the beginning corner, as shown on plat of W. A. Adams and being shown in City Plat Book at page 41, Block 3, Lot 11, and being the same lot conveyed to James W. Smith, by Wm. G. Sirrine, March 24, 1919, by deed recorded in the R. M. C. Office for Greenville County in Vol. 29, page 189. James W. Smith died intestate in the year 1929, leaving as his only heirs at law, Lina Smith, his widow, James William Smith, his son, and Hattie Revell Smith, his daughter. The said Lina Smith died leaving her interest in the property to her son, James William Smith and her daughter Hattie Smith. The interest of the said Hattie Smith being conveyed to the mortgagor herein by deed of E. Inman, Master.

FOR VALUE RECEIVED, I do hereby transfer, set over and assign the within mortgage, and the note secured by same, unto the First National Bank of Greenville, S. C., with recourse, this 11th day of April, 1942.

WITNESS:

Edna T. McLellan
B. A. Morgan

Henry P. Williman.

Assignment Recorded April 11th, 1942, at 11:41 A. M. #4399

Handwritten notes:
S. C.
Paid & satisfied
National Bank of Greenville
W. L. Hester
Cashier
SATISFIED AND CANCELLED
SECOND DAY OF APRIL 1942
Ollie Jarrard
R. M. C. FOR GREENVILLE COUNTY, S. C.
121.88