

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVINCE—JANUARY CO.—GREENVILLE 51412

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. H. Phillips

SEND GREETINGS:

Whereas, I the said J. H. Phillips

in and by MY certain PROMISORY note in writing, of even date with these presents, AM

well and truly indebted to W. A. Smith

in the full and just sum of Two Hundred Dollars

(Two hundred) Dollars, to be paid one year from date

*Oct. 3, 1945
This mortgage paid
in full
W. A. Smith*

#1336
RECORDED AND CANCELLED OF
DAY OF 1946
Office of the Recorder
R. M. C. OF GREENVILLE COUNTY, S. C.
9:00 CLOCK
AM

with interest thereon from date at the rate of 30% 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 J. H. Phillips

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. A. Smith

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me

the said J. H. Phillips

in hand well and truly paid by the said W. A. Smith

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 W. A. Smith:

All that piece parcel or tract of land situate lying and being in Butler Township, County and State aforesaid about four miles South-East of the City of Greenville, on the North side of the Scuffle-Town Road, and has the following metes and bounds, to-wit:

Beginning at a stone at corner of lands of J. O. Turner and running thence with his line N. 68 E. 188 feet to an iron pin; thence S. 24-30 E. 732.8 feet to a point in the center of Scuffle-Town Road; thence along the center of said road S. 75-30 W. 189 feet to a point in said Road; thence N. 24-30 E. 693 feet to the beginning corner, containing Four and 4/100 acres more or less.

Being the same land conveyed to me by J. C. Smith, Sept. 4th, 1943, my said deed being recorded in the R. M. C. Office in Deed book 256, at page 219.

This mortgage being junior only to a mortgage to W. A. Smith, dated July 21st, 1944, in the sum of Five Hundred Dollars recorded in R. M. C. Office Mortgage Book Vol. 328 at page 47.