

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVINCE-JARRARD CO.—GREENVILLE 51419

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James R. Smith SEND GREETINGS;

Whereas, I the said James R. Smith  
in and by MY certain promissory note in writing, of even date with these presents, am  
well and truly indebted to Mary F. Goldsmith

in the full and just sum of Seventeen Hundred  
(\$1700.00) Dollars, to be paid Twenty-Five (25) Dollars per month  
until paid in full, said monthly payments not to include interest, with privilege of making  
additional monthly payments or anticipating payment

with interest thereon from date at the rate of 5 per centum per annum, to be computed and paid semi-annually

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 R. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mary F. Goldsmith

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

in hand well and truly paid by the said Mary F. Goldsmith

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 Mary F. Goldsmith

All that certain parcel or lot of land in the City of Greenville, County and State aforesaid, known as Lot No. 4 of the J. N. Southern Plat February, 1895, and more particularly described as follows:

Beginning at a stake on the north side of Nichols Street 126 feet from the western line of Green Avenue and at the southwestern corner of lot conveyed to Adolphus Frazier by H. J. Haynsworth, and thence along Nichols Street N. 79 W. 50 ft. to stake, corner of lot sold by H. J. Haynsworth to Perry Holly; thence along line of last mentioned lot N. 13 E. 140 ft. to stake on line of lot formerly belonging to T. C. Gower; thence with said line S. 78 1/2 E. 50 ft. to the northwestern corner of lot conveyed by H. J. Haynsworth to Lula Thompson; thence with said last mentioned lot S. 13 W. 140 ft. to the beginning. This being the same property conveyed to the within mortgagor by B. B. Martin by deed dated August 30, 1915, recorded in Deed Book 15, at page 692.

It is understood that the lien of the within mortgage is junior and inferior to the lien of that certain mortgage covering said property executed May 1, 1944 by James R. Smith to Mary F. Goldsmith securing an indebtedness of Thirteen Hundred, Fifty (\$1350.00) Dollars, said mortgage is of record in the R. M. C. Office for Greenville County in Mortgage Book 326, at page 154.

This mortgage is given as collateral security to the note this day executed by me and Jannette E. Smith to Mary F. Goldsmith in the principal sum of Seventeen Hundred (\$1700.00) Dollars. Upon the said principal debt of Seventeen Hundred (\$1700.00) Dollars being reduced to Eleven Hundred, Thirty-Three & 40/100 (\$1133.40) Dollars the within mortgagee agrees to satisfy and cancel of record the within mortgage,

*The debt hereby secured is paid in full and the lien of this instrument is satisfied.*  
*15 of 1944*  
*Mary F. Goldsmith*  
*E. J. Rogers*

RECORDED AND CANCELLED BY RECORDS  
18 DAY OF MARCH 1944  
R. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.  
NO. 18558