

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA,  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

I, J. O. HEATHERLY

Whereas, I the said J. O. Heatherly

in and by my certain promissory note in writing, of even date with these presents, am

well and truly indebted to H. C. Smith and C. S. Fox

in the full and just sum of Ten Thousand (\$10,000.00) - - - - - Dollars

to anticipate any portion or all at any time to be paid five months from date with the privilege

with interest thereon from date at the rate of five (5%) per centum per annum, to be computed and paid at maturity

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. O. Heatherly

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. C. Smith and C. S. Fox

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

the said J. O. Heatherly in hand well and truly paid by the said H. C. Smith and C. S. Fox

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said H. C. Smith and C. S. Fox, their heirs and assigns, forever:-

All that certain piece, parcel or lot of land situate, lying and being near the corporate limits of the City of Greenville, in the County of Greenville, State of South Carolina, on the South side of Gatling Avenue, being known and designated as Lot 225, in that subdivision known as Augusta Road Ranches, on revised plat of which prepared by Dalton & Neves, Engineers, April 1942, appears of record in Plat Book "M", Page 47, R.M.C. Office for Greenville County, S.C., and

having, according to said Plat, the following metes and bounds, to-wit:-  
BEGINNING at an iron pin on the South side of Gatling Avenue the joint front corner of Lots 224 and 225; thence along the line of Lot 224, S. 00-13 E. 140 feet to an iron pin, the joint rear corner of Lots 224, 225, 217 and 218; thence along the rear line of Lot 217, N. 89-47 E. 60 feet to an iron pin, the joint rear corner of Lots 216, 217, 225 and 226; thence along the line of Lot 226, N. 00-13 W. 140 feet to an iron pin on the South side of Gatling Avenue; thence along the South side of said Avenue, S. 89-47 W. 60 feet to the point of beginning.

Being the same property conveyed to the Mortgagor by deed of Mary G. Traxler, to be recorded in Plat Book "M", at Page 47, R.M.C. Office, Greenville County, S.C., and

Also, all that certain piece, parcel or lot of land situate, lying and being near the corporate limits of the City of Greenville, in the County of Greenville, State of South Carolina, on the South side of Beck Avenue, being known and designated as Lot #254, in that subdivision known as Augusta Road Ranches, as shown on revised plat of same prepared by Dalton & Neves, Engineers, April 1941, recorded in Plat Book "M", at Page 47, R.M.C. Office, Greenville County, S.C., and

having, according to said plat, the following metes and bounds, to-wit:-  
BEGINNING at an iron pin on the South side of Beck Avenue, the joint front corner of Lot 254 and 255 and running thence along the line of Lot 255, S. 00-13 E. 140 feet to an iron pin, the joint corner of Lots 254, 255, 240 and 239; thence along the rear line of Lot 240, S. 89-47 W. 60 feet to iron pin, the rear corner of Lots 253, 254, 240 and 241; thence along the line of Lot 253, N. 00-13 W. 140 feet to an iron pin on the South side of Beck Avenue; thence along the South side of said Avenue, N. 89-47 E. 60 feet to iron pin, the point of beginning.

Being the identical property conveyed to the Mortgagor by deed of Georgia R. Clarke to be recorded and this mortgage is given to procure funds with which to pay a portion of the purchase price.

RECORDED AND CANCELLED OF RECORD  
DAY OF OCTOBER 1947  
R.M.C. FOR GREENVILLE COUNTY, S.C.  
AT 10 O'CLOCK P.M. NO. 20211