

COUNTY OF GREENVILLE

To all Whom These Presents May Concern

Greenville Home Builders, Inc.

Whereas, the said Greenville Home Builders, Inc.

in and by its certain Promissory note in writing, of even date with these presents, is well and truly indebted to H. G. Smith and E. S. Fox

in the full and just sum of Fifty-Five Hundred and No/100 (\$5500.00) Dollars, to be paid Six Months after date

with interest thereon from date at the rate of Five (5%) per cent. 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, then 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee, and their Heirs and Assigns forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville

County, State aforesaid, on the Northern side of Longview Terrace, in the City of Greenville, being shown as lot # 9, on plat of Forest Heights, made by Dalton and Neves in June, 1946, recorded in Plat Book P at Page 71, and described as follows:

BEGINNING at a stake on the Northern side of Longview Terrace 811 feet Southeast from East Faris Road, at corner of lot # 8, and running thence with line of said lot, N. 26-55 E. 161.6 feet to a stake; in line of lot # 20; thence with lines of lots # 20 and 19, S. 65-45 E. 70.1 feet to a stake, corner of lot # 10; thence with line of said lot, S. 26-55 W. 165 feet to a stake on Longview Terrace; thence with the Northeastern side of Long View Terrace, N. 63-05 W. 70 feet to the beginning corner. Being one of the lot conveyed to the mortgagor by Llewellyn Nichols by deed dated January 23, 1948, recorded in Book of Deeds 334 at Page 290.

It is understood and agreed that this mortgage is junior in lien to a mortgage executed by the mortgagor to C. S. Fox dated January 23, 1948 in the sum of \$8000.00, recorded in Book of Mortgages 379 at Page 19 covering the above described property.

This mortgage is executed pursuant to a resolution of the Board of Directors.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee and their Heirs and Assigns forever, And it does not thereby bind itself, its successors Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto said Mortgagee and their Heirs and Assigns, from and against it and its successors Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim same or any part thereof.

Paid in full, this 27th day of Jan. 1949.

*H. G. Smith
E. S. Fox*

*Witness
Ray
Shanton*

SATISFIED AND CANCELLED OF
29 DAY OF January 49.
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.