

JUL 25 11 28 AM 1949

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The State of South Carolina,
County of Greenville.

To All Whom These Presents May Concern:

P. C. SMITH

SENDS GREETING:

Whereas, I, the said P. C. Smith hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to W. N. Dillard hereinafter called the mortgagee(s), in the full and just sum of One Thousand & no/100 - - - - - DOLLARS (\$ 1,000.00), to be paid \$20.00 on principal on the 22nd day of each and every month commencing November 22nd, 1949, until paid in full,

, with interest thereon from date at the rate of six (6%) percentum per annum, to be computed and paid monthly until paid in full; all interest not paid when due to bear interest at the 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; 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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, sell and release unto the said W. N. Dillard, his heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the North side of Cole Avenue in Chick Springs Township, Greenville County, South Carolina, being shown as all of Lot 29 on plat of property of W. E. McCain entitled "Cole Acres", as shown on plat of property by Madison H. Woodward, R. E., May 1946, which plat is recorded in Plat Book P, page 73, 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 North side of Cole Avenue which point is 400 feet Southeast of the Northeast intersection of Cole Avenue and Base Hospital Road and which point is the joint front corner of Lots 29 and 30; thence along the line of Lot 30, N. 14-20 E. 200 feet to an iron pin; thence S. 78-00 E. 100 feet to an iron pin; thence along line of Lot 28, S. 14-20 W. 200 feet to an iron pin on the North side of Cole Avenue; thence with the line of Cole Avenue, N. 78-00 W. 100 feet to point of beginning.

This is the same property conveyed to me by deed of W. R. McJunkin dated July 23, 1949, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 387, page 84.

This mortgage is junior in rank to the lien of that mortgage given by me to Fidelity Federal Savings and Loan Association in the original amount of \$3,200.00 dated September 23, 1949, recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 438, page 439.