

VOL 454 PAGE 142

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

I, James O. Dunn, of Greenville County,

SEND GREETING:

Whereas, I, the said James O. Dunn,

in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to H. W. Smith,

in the full and just sum of THREE HUNDRED and FIFTY - (\$350.00) DOLLARS,
to be paid One (1) year after date,

with interest thereon from date

at the rate of Six per centum per annum, to be computed and paid 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 James O. Dunn,

in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said H. W. Smith,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said James O. Dunn,

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

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 H. W. Smith,

his heirs and assigns,

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, east of the City of Greenville formerly, and now within the incorporate limits, north of and near the Lowndes Hill Road, being shown and designated as Lot Number Twenty Eight (28) of a subdivision known as "Dixie Heights", according to a plat thereof recorded in Plat Book "H" at page 46 in the R. M. C. office for Greenville County, and, according to said plat, having the following metes and bounds, courses and distances, to-wit:

BEGINNING at a point on the southeastern side of Briarcliff Drive (formerly Central Avenue), joint front corner with Lot No. 29 on said plat, and running thence S. 46-48 E. 150 feet along the eastern line of said Lot No. 29, to point, joint rear corner of Lots Nos. 28, 29, 61 and 62; thence N. 43-12 E. 50 feet along the rear line of Lot No. 62, to point, joint rear corner of Lots Nos. 27, 28, 62 and 63; thence N. 46-48 W. 150 feet along the western line of Lot No. 27 to a point on southeastern side of Briarcliff Drive (formerly Central Avenue); thence S. 43-12 W. 50 feet along the southeastern side of said Briarcliff Drive to the point of beginning.

Subject to all recorded restrictions.

This is the same property conveyed to me by Bertie L. Cox by her deed dated April 9, 1949, recorded in the R. M. C. office for said

Greenville, S.C. paid in full

H. W. Smith

March 15, 1951

Witness:

Olivia O. Smith

March 17, 1951

*Olivia O. Smith
Greenville County, S.C.
9:00 AM*