VOL 104 1466227

MORTCAGE OF REAL ESTATE - Price & Poag, Attorneys at Law, Greenville, S. C.

## STATE OF SOUTH CAROLINA,

County of Greenville

## Elm H 18 E To all Whom These Presents May Concern:

WHEREAS We, Dewey B. Smith and Mildred F. Smith, are well and truly indebted to J. Harold Smith

in the full and just

sum of

Five Thousand

(\$ 5,000.00 ) Dollars,

our certain promissory note in writing of even date herewith due and payable as follows: in and by Payable \$25.00 per month, on or before the 10th of each month hereafter, excluding interest, until paid in full, with the right to anticipate in full or in part at any time.

three (3) per centum per annum and if unpaid when due to at the rate of with interest from date until paid; interest to be computed and paid annually and it unpaid when due to bear interest at same rate as principal until paid, and have further promised and agreed to pay ten per have further promised and per have further promise cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Dewey B. Smith and Mildred F. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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

J. Harold Smith, his heirs and assigns: ALL that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, located on the southwesterly side of Laurens Road, being known and designated as Lot No. 23 of the property of E. G. Glenn, a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book F, at page 148, and having according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the Southwesterly side of Laurens Road, which iron pin is 50 feet in a Southeasterly direction from the Southeastern intersection of Laurens Road and Grace Street, joint corner of Lots Nos. 23 and 24; thence along the joint line or said lots S. 34-19 W. 175 feet to an iron pin, rear joint corner of said lots; thence along the joint line of Lots Nos. 23 and 29 S. 55-41 E. 50 feet to an iron pin, rear joint corner of Lots Nos. 22 and 23; thence along the joint line of said lots N. 34-19 E 175 reet to an iron pin in the line of Laurens Road; thence along the southwesterly side of Laurens Road N. 55-41 W. 50 feet to the point of beginning.

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 J. Harold Smith. has Heirs and Assigns forever.

And we do hereby bind ourselves our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against ourselves our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Satisfied in full.
Oct. 21, 1953.
J. Hawld Smith, Fort Smith, ark.

Mitness
James W. Price

Oclie Farmswer.