

1800

FILED GREENVILLE BOOK 466 PAGE 307

FEB 3 1 25 PM 1952

OLLIE FARNSWORTH R.M.C.

THE STATE OF SOUTH CAROLINA }
COUNTY OF Greenville

To All Whom These Presents May Concern:

Leonard D. Smith ----- SEND GREETING:

Whereas, I, the said Leonard D. Smith
in and by a certain Promissory ----- note in writing, of even date with these
Presents, I am well and truly indebted to J. E. Howard
in the full and just sum of Twenty Four Hundred and No/100 (\$2400.00) ~~thousand~~ Dollars
to be paid at rate of \$25.00 per month to be due and payable
on the 26th day of each and every month hereafter until paid in full.

with interest thereon from date
at the rate of 7% per centum per annum, to be computed and paid Anuly---
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 Leonard D. Smith
in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said J. E. Howard
according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said Leonard D. Smith
in hand well and truly paid by the said J. E. Howard
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 J. E. Howard
his heirs and assigns for ever.

All that piece, Parcel or lot of land in Greenville Town ship- Greenville County,
State of South Carolina, about Four (4) Miles from the City of Greenville S.C. in a
westerly direction, being on the western side of Berry Avenue, being designated as
lot Number 8 on plat of the C.O. Berry Property, said Plat made by H.S. Brockman,
R.S. May, Oct. 11, 1950 being one of the same lots conveyed to J. E. Howard by G. O.
Jones, said Deed recorded in the R.M.C. Office for Greenville County, S.C. in Book
466 at Page 381 under date November 12th, 1952.

This Mortgage is subject to Prior mortgage held by First Federal for
\$4000.00

File Nov 5, 1952
R. Allen [unclear]
W. E. [unclear]
as executor & trustee
Paul C. [unclear] will of [unclear]