

BOOK 571 PAGE 435

AUG 22 9 00 AM '53

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

I, C. M. Johnston, of Greenville County, South Carolina, SEND GREETING:

Whereas, I, the said C. M. Johnston,

in and by my certain promissory, note in writing, of even date with these

Presents, am well and truly indebted to W. A. Smith,

in the full and just sum of ONE HUNDRED FIFTY and no/100 (\$150.00) DOLLARS,

to be paid as follows: Twenty (\$20.00) Dollars on Sept. 15th, 1953, and a like sum on the 15th day of each and every succeeding Calendar month thereafter, until paid in full,

with interest thereon from date

at the rate of Six per centum per annum, to be computed and paid monthly,

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.

Said Note signed, also, by Marshall Watson.

NOW KNOW ALL MEN, That I, the said C. M. Johnston,

in consideration of the said debt and

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

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

consideration of the further sum of Three Dollars, to me, the said C. M. Johnston,

in hand well and truly paid by the said W. A. 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 W. A. Smith, his heirs and assigns,

All that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, in City of Greenville, being on the southeastern side of Simmons Avenue, being shown and designated as Lot Number Twenty Two (No. 22) on a plat of the property of Daisy T. Wilson, same recorded in Plat Book "0", page 151, in R. M. C. office, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Simmons Avenue, at joint front corner of Lots Nos. 22 and 23, and running thence with line of Lot No. 23, S. 53-00 E. 197.5 feet to an iron pin; thence along the rear line of Lots Nos. 13, 14 and 15, S. 21-30 W. 90 feet to an iron pin at corner of Lot No. 21; thence along the line of that lot, N. 48-15 W. 233 feet to an iron pin on the southeastern side of Simmons Avenue; thence along the southeastern side of said Simmons Avenue, N. 46-50 E. 60 feet to the beginning corner.

ALSO, all that strip of land, being Two (2) feet wide at all points, adjoining said Lot No. 22, and being a part of Lot No. 23, and being the same conveyed to me by Daisy T. Wilson by deed recorded in Vol. 425, page 327 in said R.M.C. office, to which reference is craved.

Said Lot No. 22 hereinabove described was conveyed to me by E. E. Martin, by deed recorded in Vol. 314, page 307, R.M.C. office.

This is a second mortgage over the above described property,

Mr Assignment Pl. G. & M., Book 788 Page 277