

BOOK 703 PAGE 340

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Hostetler, Attorneys at Law, Greenville, S. C.
GREENVILLE CO. S. C.

The State of South Carolina,
COUNTY OF Greenville

JAN 28 11 49 AM
OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

A. D. SMITH & HILDREDGE A. SMITH

SEND GREETING:

Whereas, We, the said A. D. Smith & Hildredge A. Smith

hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents,
are well and truly indebted to HERBERT C. WOOD

hereinafter called the mortgagee(s), in the full and just sum of Twenty Five Hundred and No/100 - - - -

- - - - - DOLLARS (\$ 2500.00), to be paid

one year after date.

, with interest thereon from date

at the rate of six (6%)

annually

percentum per annum, to be computed and paid
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, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 its 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 ten (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 We, 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 US, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said HERBERT C. WOOD, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northeast side of Orlando Avenue, near the City of Greenville in Greenville County, S. C., being shown as Lot No. 58 on plat of Leawood Extension, made by C. C. Jones, Engineers, September 1, 1941, recorded in the RMC Office for Greenville County, S. C., in Plat Book M, pages 34 and 35, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeast side of Orlando Avenue at joint front corner of Lots 57 and 58 and running thence along the line of Lot 57, N. 33-54 E. 150 feet to an iron pin; thence S. 56-06 E. 50 feet to an iron pin; thence with the line of Lot 59, S. 33-54 W. 150 feet to an iron pin on the Northeast side of Orlando Avenue; thence with Orlando Avenue, N. 56-06 W. 50 feet to the beginning corner.

This mortgage is junior in rank to the lien of that mortgage given by us to C. E. Robinson as Trustee under B. M. McGee will, in the original amount of \$4,000.00, dated March 10, 1951, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 493, page 314.

This is the same property conveyed to us by deed of Mary W. Gaffney, dated August 19, 1946, recorded in the RMC Office for Greenville County, S. C. in Deed Book 298, page 16.