

STATE OF SOUTH CAROLINA, JUN 5 11 39 AM 1958

County of Greenville

OLLIE FARNSWORTH R.M.C.

To all Whom These Presents May Concern:

WHEREAS I, Georgia G. Smith, of Greenville County, am well and truly indebted to Bena M. Davis in the full and just sum of Five Hundred and no/100 - - - - - (\$ 500.00) Dollars. in and by my certain promissory note in writing of even date herewith, due and payable as follows:

Ten and no/100 (\$10.00) Dollars to be paid on the first day of July, 1958 and Ten and no/100 (\$10.00) Dollars on the first day of each and every succeeding month thereafter until paid in full

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per 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 I, the said Georgia G. 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 me 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 Bena M. Davis, her heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Austin Township, located on the southeast side of State Highway No. 296, near Gilders Creek, and having, according to a survey and plat made by T. C. Adams in January 1955, revised in February, 1956, the following metes and bounds, to-wit:

BEGINNING at an iron pin on highway right-of-way, said pin being 33 feet from center of said highway, and running thence S. 42-0 E. 290.4 feet to an iron pin; thence S. 44-30 W. 150 feet to an iron pin; thence N. 42-0 W. 290.4 feet to an iron pin on highway right-of-way; thence along said right-of-way, N. 44-30 E. 150 feet to the beginning corner, and containing one (1) acre, more or less; being the same conveyed to me by Grady D. Smith by his deed of October, 1957 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 586 at Page 509.

The within mortgage is junior in lien to a first mortgage executed by Grady Dean Smith, same as Grady D. Smith to First Federal Savings & Loan Association of Greenville being recorded in the R. M. C. Office for Greenville County in Mortgage Book 680 at Page 340.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Bena M. Davis, her Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, her Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.