

GREENVILLE S. C.

BOOK 775 PAGE 353

THE STATE OF SOUTH CAROLINA FEB 12 4 13 PM 1959
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, J. D. Smith

SEND GREETING:

Whereas, I, the said J. D. Smith

in and by a certain promissory note in writing, of even date with these Presents, am well and truly indebted to H. L. Davenport

in the full and just sum of fourteen hundred and forty dollars (\$1440.00)

to be paid at the rate of forty dollars (\$40.00) per month hereafter until paid in full, the first payment to be due March 10, 1959, and the remaining payments to be due on the 10th day of each and every month thereafter until paid in full,

with interest thereon from maturity

at the rate of six per centum per annum, to be computed and paid annually

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 J. D. Smith

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said H. L.

Davenport

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

consideration of the further sum of Three Dollars, to me, the said J. D. Smith

, in hand well and truly paid by the said H. L. Davenport

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

H. L. Davenport, his heirs and assigns forever:

All of that certain piece, parcel or lot of land with the buildings and improvements thereon in Chick Springs Township, Greenville County, S. C., adjacent to the southwest side of Piney Mountain, on the northeast side of McGee Road, about 16 feet from said road, adjoining land now or formerly owned by W. T. Eddings on the North, lands of J. P. Griffin on the east and south and the McGee lands on the west, having the following metes and bounds as shown on plat made by J. Earle Freeman, May 4, 1937:
BEGINNING at an iron pin in an old road 16 feet from the McGee Road and running thence N. 51-3/4 E. 3.16 chains to an iron pin in gully; thence S. 43-1/2 E. 80 chains to iron pin; thence S. 51-3/4 W. 3.16 chains to iron pin in an old road bed; thence N. 43-1/2 W. 80 chains to the beginning corner, containing one-quarter acre, more or less.

This is a second mortgage and junior in lien to that of First Federal Savings and Loan Association.

*Paid in full
H. L. Davenport
By: [Signature]
1-12-59
[Signature]*

SATISFIED AND CANCELLED OF RECORD
17 DAY OF Feb 1959
R. M. C. FOR GREENVILLE COUNTY, S. C.
11:10 O'CLOCK A. M. NO 20392