

AUG 14 11 55 AM 1959

799 Plate 521

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS Junior Billy Smith and Willie Mae Woods Smith are well and truly indebted to J.A. Henry as committee for Herbert L. Thruston in the full and just sum of Fourteen hundred (\$ 1400.00) Dollars. in and by our certain promissory note in writing of even date herewith due and payable as follows: \$25.00 a month commencing Sept. 1, 1959. Payments to include interest and principal and unpaid balance due and payable three years from date.

with interest from date at the rate of 6% per centum per annum until paid; interest to be computed and paid semi-annually and if unpaid when due to bear interest at same rate as principal until paid, and we 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 we, the said Billy Junior Smith and Willie Mae Woods 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 us 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 J.A. Henry, committee for Herbert L. Thruston

All that lot of land in Gantt Township, Greenville County, state aforesaid, fronting on south side of Pine Crest Drive, and being part of lots 16 and 17 of Pine Crest Farms Subdivision, as shown on plat of same, as revised, recorded in Plat Book "M", page 3, in RMC office and according to said plat, in part, having the following metes and bounds, to wit:

Beginning at a point on southern side of Pine Crest Drive, joint front corner with the Finch property, and running thence S 0-38 E 149 feet along line of the Finch property, to stake in line of lot 18, thence S 86-35 E 120 feet, more or less, along the line of lot 18 to a point, which point is 25 feet westerly from western side of Catherine Avenue, thence in a northwesterly direction, to a point on southern side of Pine Crest Drive, which point is 70.2 feet easterly from the point of beginning, thence N 86-35 W 70.2 feet along southern side of Pine Crest Drive to the point of beginning being the same property deeded to us by J.D. Ball, Jr. by deed of even date, not yet recorded.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said J.A. Henry as committee for Herbert L. Thruston his successors Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his successors, Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.