

DEC '8 2 10 PM 1959

BOOK 810 PAGE 439

STATE OF SOUTH CAROLINA

~~COUNTY OF SPARTANBURG~~
GREENVILLE COUNTY

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, Harry L. Smith SEND GREETINGS:

WHEREAS, I the said Harry L. Smith

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION in the full and just sum of SEVENTY-THREE HUNDRED and no/100--- (\$ 7,300.00) Dollars, with interest at the rate of six (6 %) per centum per annum, to be repaid in installments of

Seventy-three and no/100--- (\$ 73.00) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest, has been paid. Said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a ten per cent attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible, as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said Harry L. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me, the said

Harry L. Smith in hand well and truly paid by the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION 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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on South side of Drayton Drive, just west of the Town of Greer, in Chick Springs Township, and being known and designated as lot no. Twenty-four (24) of Fleming Heights as shown on plat prepared by Robert Jordan, Surveyor, dated Sept. 27, 1957 and which plat has been recorded in the R. M. C. Office for said County in Plat Book KK, page 113; Bounded by Drayton Drive, and by lots nos. 21, 22, 23 and 25 as shown on said plat. This being the same property which was conveyed to Harold W. Cooper by James Edward Fleming, as Executor of the Estate of John Drayton Fleming, deceased by deed recorded in the said R. M. C. Office in Deed Book 612, page 509. And being the same property which was conveyed to mortgagor herein by Harold W. Cooper by deed dated this date, which deed will be recorded forthwith in the said office. For a more particular description see the aforesaid plat.

Satisfied and Cancellation Authorized
Dated 8-14-61 Woodruff Federal
Savings & Loan Assoc.
By: W.P. Jones
Sec. Treas.
Wit: Virginia Hunter
Wm. Smith

SATISFIED AND CANCELLED OF RECORD
16 DAY OF Aug 1961
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:26 O'CLOCK P. M. NO. 4549