OCUM 853 PAUL 2260

THE STATE OF SOUTH CAROLINA

COUNTY OF

UL YERRI

To All Whom These Presents May Concern:

I, JIMOY NEVES SHITH

SEND GREETING:

Whereas:

, the said Jimmy Neves Smith

in and by my

certain

GREENVILLE.

promissory

note in writing, of even date with these

Presents, 18

well and truly indebted to James F. Nichols.

in the full and just sum of Two Thousand Five Hundred and no/100-

(\$2,500.00) Dollars , to be paid Monthly, in equal payments of \$25.00 each. Payments commencing on the first day of May 1961 and a like amount on the first day of each month thereafter until paid in full, with full rights of anticipation.

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid Monthly

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 Jimmy Neves Smith

, in consideration of the said debt and

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

Jamos F.

Nichols

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

consideration of the further sum of Three Dollars, to me , the said Jimmy Neves Smith

, in hand well and truly paid by the said James F. Nichols

at and before the signing of these Presents, the recoipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

James F. Nichols, his heirs and assigns:

All that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina and being on the South side of Berea Drive in the Community of Berea and having the following metes and bounds, to-wit:

BEGINNING at a point on the South side of Berea Drive and running N. 84-33 E. 63 feet along line of Berea Drive to a point at the intersection of property of J. D. Watkins; thence S. 39-30 E. 199.9 feet along property of J. D. Watkins to a point on the property of Iela S. Hodgens; thence S. 52-39 W. 131.0 feet along said line to a point of intersection of property of J. R. Saith, thence N. 20-15 W. along line of J. R. Smith 243.2 feet to the beginning corner.

This description is taken from a plat made by Terry T. Dill, Surveyor, Reg. No. 104 for South Carelina, made November 11, 1955.