

853 PAGE 456

THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MAR 31 3 45 PM 1961

To All Whom These Presents May Concern:

We, George M. Smith & Leon M. Smith

SEND GREETING:

Whereas, We, the said George M. Smith & Leon M. Smith

in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to B. C. Givens

in the full and just sum of Five Thousand - - - - -Dollars

, to be paid as follows: \$75.00 on May 1, 1961 and \$75.00

on the first day of each month thereafter until paid in full

, with interest thereon from date

at the rate of 6.5 per centum per annum, to be computed and paid semi-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 We, the said George M. Smith & Leon M. Smith

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said B. C. Givens

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

consideration of the further sum of Three Dollars, to us, the said George M. Smith

and Leon M. Smith, in hand well and truly paid by the said B. C. Givens

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 B. C. Givens his Heirs and Assigns forever:

All that piece, parcel or tract of land containing 30.27 acres, more or less, situate, lying and being in the County and State aforesaid, Butler Township, on the West side of a County Road, with the following metes and bounds, to-wit: Being shown as a portion of Tract No. 1 on a Plat of the Estate of J. H. Smith, made by A. M. Dawson, Surveyor, Oct. 15, 1890, and having according to a survey made by W. W. Riddle, Surveyor, in January 1951, the following metes and bounds, to-wit: Beginning at an iron pin in the center of a County Road, in line of property now or formerly of J. M. Huffling, and running thence along the Huffling line N. 38.54 W. 2217.6 feet to a water oak stump; thence N. 72-00 E. 475 feet to a Hickory; thence S. 74-00 E. 204.4 feet to an iron pin; thence S. 83-30 E. 252 feet to an iron pin; thence S. 47-00 E. 237.6 feet to an iron pin; thence S. 61-30 E. 136.6 feet to an iron pin; thence N. 82-00 E. 370.2 feet to a stone and iron pin; thence S. 5-45 W. to an with center of said County Road 1618.5 feet to the beginning corner, and bounded on the North by property of Eugene D. Green and others, on the East by lands of Smith and on the South and West by lands of J. M. Huffling.

This being the identical property conveyed to the mortgagors by deed of W. H. Vaughn, Sept. 25, 1954, of record in the R. M. C. Office for Greenville County, S. C., in Deed Book 509, Page 112.

*Paid in full 10/12/65
B. C. Givens
Witness: O. B. Givens Sr.
O. B. Givens Jr.*

SATISFIED AND CANCELLED OF RECORD
4 DAY OF February 1966
Ellie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:52 O'CLOCK A. M. NO. 22712