993 552

South Carolina

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

County GREENVILLE

JUL 25 9 28 AM 1962

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS we, Luther Smith and Nellie Mae Smith

hereinafter referred to as the Mortgagors, are well and truly indebted to

BEAUTYGUARD MANUFACTURERS OF UPPER SOUTH CAROLINA INC.

hereinafter referred to as the Mortgagee in the full and just sum of

One thousand five hundred fifty-four and no/100---------- Dollars, in and by a certain promissory note in writing of even date herewith, of which the following, in words and figures, is a copy:

COPY OF NOTE

No. $1554.00-- June 21 (DATE) 19 62

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay in lawful money of the United States to the order of BEAUTYGUARD MANUFACTURERS OF UPPER SOUTH CAROLINA INC. (Seller) the sum of One thousand five hundred fifty-four and no/100---------- DOLLARS, at the designated office of the holder, in 60 consecutive monthly instalments of $ 25.90-- each, (except that the final instalment shall be the difference between the amount of this note and the sum of the preceding instalments), the first to become due and payable on the 5th ☐ 10th ☐ 15th ☐ 20th ☐ 25th ☒ (Check which) day of July 19 62

balance of instalments to be paid on the same date of each month thereafter, with interest on principal after maturing of entire balance as herein provided at the highest lawful contract rate. If any instalment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. In the event of default for a period of more than 10 days in payment of any instalment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted instalment to an extent not prohibited by the law of jurisdiction where this note is made. The makers, endorsers and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-payment and declaration of acceleration of payment, and agree to pay 25% of the principal of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the hands of an attorney for collection after maturity. If permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothonotary or clerk of any court of record to appear in such court, in term time or vacation, at any time after maturity of this note, and waive a jury trial and confess judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorney's fees, and waive and release all errors which may intervene on any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insofar as permitted by law, each maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

(Signatures: (in full and in ink)

Luther Smith (Seal)

Nellie Smith (Seal)

(Seal)

Select by check mark ✓ due date which will fit customer's income period and allow several days mailing time.

NOW, KNOW ALL MEN, That we, the said Luther Smith and Nellie Mae 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 mortgagee, its heirs, administrators, executors, successors and assigns all that tract or lot of land in GREENVILLE County, State of South Carolina, described as follows, to wit:

DESCRIPTION OF PREMISES. All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known as lot number fifty-eight (58) on plat of West End Land and Improvement Company, recorded in R. M. C. Office for said County in Plat Book "A" at page 153, said lot fronting fifty (50) feet on Palmetto Ave., being one hundred and fifty feet deep (150) and being fifty (50) feet in width at the rear.

The above described land is the same conveyed to us by F. E. Godfrey Webster on the eighteenth day of March 1929, deed recorded in the office of Register Mesne Conveyance for Greenville County, in Book 7148 Page 276

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

TO HAVE AND TO HOLD, all and singular the said premises unto the said Mortgagee, its heirs, executors, administrators, successors and assigns.

FORM 487-1M 5-61

The undersigned, sole owner and holder of this mortgage hereby declares same to be fully satisfied and the lien thereof forever discharged. Witness the 28th day of Nov. 1964.

Witness: Judy Bone

S. Holmes

Formerly Allied Building Credit, Inc.

By: J. K. Swinney

J. K. Swinney, Manager

2nd Nov. 64

Allis Tamsworth

11:34 a. 10064