MORTGAGE OF REAL ESTATE—Prepared by Ansel M. Hawkins, Attorney at Law, Greer, South Carolina APIC 22 1 29 DM 100

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State of South Carolina

COUNTY OF Greenville OLLIE FAR HANDRIH R. M.C.

To All Mhom These Presents May Concern:

I, Jack D. Powell,

hereinafter called

the Mortgagor(s), SEND GREETING:

certain promissory note in writing, of even date with WHEREAS, the said Mortgagor(s) in and by his well and truly indebted to W. Dennis Smith these Presents, 18

hereinafter called Mortgagee, in the full and just sum of One Thousand (\$1000.00) - - -

to be paid two (2) years from the date hereof,

with Interest thereon from

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at the rate of

per centum per annum, to be computed

and paid until paid in full; all interest not paid when due to bear interest at the 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including the hands of the holder hands of the holde ing a reasonable amount as attorney's 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 the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagor(s) gagee 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 Mortgagee, W. Dennis Smith and his heirs and assigns:

All that certain parcel or lot of land situated on the northeast side of State Highway No. S-110 (Memorial Drive Extension), about two miles northward from the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and being Lot No. 5 on a plat of the property of W. Dennis Smith by H.S. Brockman, Registered Surveyor, dated April 5, 1955, amended May 21, 1957, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the north side of Arch Drive and the east side of the said highway, and running thence along Arch Drive, N. 26-40 E. 175 feet to an iron pin, corner of Lot No. 12; thence along the rear line of Lot No. 12, in a northwestern direction, 100 feet to an iron pin, corner of Lot No. 6; thence along the amended line of Lot No. 6, S. 31-03 W. 170 feet to an iron pin on the northeast side of the highway; thence along the said highway, S. 41-43 E. 14 feet and S. 53-50 E. 100 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by W. Dennis Smith by deed dated April 20, 1964, to be recorded herewith.

 $^{
m T}$ his is a second mortgage and is junior in priority to one already held by Woodruff Federal Savings and Loan Association, Woodruff, S.C.

This mortgage is given to secure a portion of the purchase price.