



BOOK 1131 PAGE 311

The State of South Carolina

County of Greenville

To All Whom These Presents May Concern:

Claude Newton Roe

SEND GREETING

Whereas, I the said Claude Newton Roe

in and by my certain promissory

note in writing, of even date with

these presents, I am well and truly indebted to James Ray Smith

in the full and just sum of Seven Hundred Forty Three and 93/100 (\$743.93)

Dollars to be paid monthly beginning May 1, 1970 at the rate of Forty (\$40.00) Dollars per month until balance is paid in full.

with interest thereon from date of this instrument

at the rate of 6 per cent, per annum, to be computed and paid monthly

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, then 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; said note further providing

for an attorney's fee of Ten (10) per cent besides all costs and expense of collection, to be added to the amount due on the 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 the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I the said Claude Newton Roe

in consideration of the said debt and sum of money

aforsaid, and for the better securing the payment thereof to the said James Ray Smith

according to the terms of said note, and also in

consideration of the further sum of Three Dollars, to me the said Claude Newton

Roe in hand well and truly paid by the said James Ray Smith

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 James Ray Smith, his heirs and assigns forever:

All that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, Greenville County, in Grove Township, containing one (1) acre, more or less, more particularly described as follows:

BEGINNING at an iron pin in center of public road running from Piedmont Road known as Highway No. 20 (formerly #29) in a westerly direction toward Saluda River, running thence along line of property now or formerly of R. E. Dalton, N28-44E 291 feet to pin; thence S62-50E 150 feet to pin; thence S28-44W 291 feet to pin on center aforesaid road; thence along center of said road N62-35W 150 feet to beginning, being the same conveyed to grantor herein by Alma N. Fox by deed dated August 29, 1940, recorded in Book 225, page 73.

This being a portion of the same property as conveyed to J. T. Roe and Vivian C. Roe by B. F. Goss by deed dated May 5, 1965, recorded in Office of R. M. C. for Greenville County in Book 774, page 971