

FILED GREENVILLE CO. S. C.

CHARLES W. SPENCE
101 Broadus Ave.
Greenville, S. C.

FEB 6 3 56 PM '70

BOOK 1147 PAGE 567

OLLIE FARNSWORTH
STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS We , Donald R. Smith and Evelyn J. S. Smith .

are well and truly indebted to

Boyd C. Lister

in the full and just sum of One Thousand Eight Hundred Fifty-Eight & 75/100ths (\$1,858.75) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable in equal monthly installments of Thirty and NO/100ths (\$30.00) commencing February 15, 1970, and a like amount on the same day of each successive month until paid in full, payments to be applied first to interest and balance to principal together

with interest from date at the rate of eight (8%) per centum per annum until paid; interest to be computed and paid monthly annually, and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That We , the said Donald R. Smith and Evelyn J. S. 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

Boyd C. Lister, his heirs and assigns;

ALL of that lot of land in the County of Greenville, State of South Carolina, in O'Neal Township, known as a portion of Lot 1 on plat of Lynnwood Hills recorded in the R. M. C. Office for Greenville County in Plat Book PPP, at page 151, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of S. C. Highway No. 290 at the corner of property now or formerly belonging to Thompson, and running thence along the western side of S. C. Highway 290 and following the curvature thereof, the chords being S 6-12 E 121 feet and S 7-27 E 4 feet to a stake; thence a new line S 80-29 W 375 feet to a stake; thence N 6-12 W 125 feet to a stake in the line of Thompson; thence along Thompson's line N 80-29 E 375 feet to the beginning corner and being the same conveyed to us in Deed Book 878, page 139.

This mortgage is second to and junior in lien to that mortgage executed to Travelers Rest Federal Savings and Loan Association in Mortgage Book 1140, page 257, in the sum of \$15,600.00.