

FILED
GREENVILLE 00, S. C.

OCT 30 11 37 AM '72

BOOK 1255, PAGE 222

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ELIZABETH RIDDLE
R.M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said **Joseph Smith**
in and by a certain promissory note in writing, of even date with these
Presents, am well and truly indebted to **Charles J. Spillane**
in the full and just sum of **four thousand and fifty-one and 84/100 dollars**
(**\$4,051.84**), to be paid at the rate of **\$15.00** per week hereafter
until paid in full, the first payment to be due **October 31, 1972**,
and the remaining payments to be due on each and every **Tuesday**
thereafter until paid in full,

, with interest thereon from this date
at the rate of **8** per centum per annum, to be computed ~~and paid~~ annually and paid
weekly as part of the **\$15.00** weekly payments
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 I, the said **Joseph Smith**
in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said

Charles J. Spillane according to the terms of the said note, and also in
consideration of the further sum of **Three Dollars**, to me, the said **Joseph Smith**
in hand well and truly paid by the said **Charles J. Spillane**

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
Charles J. Spillane, his heirs and assigns forever:

All of that parcel or land in the City of Greenville, S. C. on the
corner of **Birnie Street** and an unnamed street, and described as follows:
BEGINNING at a stake on **Birnie Street**, corner of the lot of the late
C. T. Kuykendall and running thence with **Birnie Street**, westerly **40**
feet to the corner of said unnamed street; thence with said unnamed
street southwardly **100** feet to a stake on said unnamed street; thence
running eastwardly **40** feet to a point in the line of the late said
Kuykendall; thence with the line of the land of late **C. T.**
Kuykendall, **100** feet to the beginning corner on **Birnie Street**.
ALSO: All of that parcel of land in the said City and County the same
being near the end of **Birnie Street** and being described as follows:
BEGINNING at an iron pin in the line of **Kuykendall** lot, and running
thence westwardly **38** feet, more or less, to an iron pin on an unnamed
street running from **Birnie Street** to **Gower Street**; thence with the
line of said unnamed street, southwardly **100** feet to the corner of
said street and an unnamed alley; thence with said alley eastwardly,
38 feet, more or less, to the corner of **Kuykendall** lot; thence with
Kuykendall lot line, northwardly **100** feet, more or less, to the
beginning corner.