

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVIDENCE—JANUARY 20—GREENVILLE 51419

THE STATE OF SOUTH CAROLINA,

County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Mary W. Smith,

SEND GREETINGS:

Whereas, I the said Mary W. Smith in and by MY certain promissory note in writing, of even date with these presents, I am well and truly indebted to Malcolm C. Davenport

in the full and just sum of Two Hundred Dollars (\$200.00)

(\$200.00) Dollars to be paid in full and interest at the rate of 10% per annum from date of 3-27-1945

with interest thereon from October 25, 1944 at the rate of 10% per centum per annum, to be computed and paid

semi-annually

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 Mary W. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Malcolm C. Davenport

according to the terms of the said note, and also in consideration of the further sum of Ten Dollars of the said Mary W. Smith

in hand well and truly paid by the said Malcolm C. Davenport

RECORDED AND CANCELLED BY ALICE JARVIS, CLERK OF R. M. C. OFFICE OF GREENVILLE COUNTY, S. C. MARCH 27th 1945 9:30 A.M.

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said

Malcolm C. Davenport

All that certain piece parcel of land in Greenville Township, Greenville County, State of South Carolina, being parts of lots 19 and 20 on subdivision as Hillcrest Circle recorded said plat in R. M. C. Office, Greenville County, in Plat Book H, Page 129, and being further described as follows:

Beginning at a point on the West side of Hillcrest Circle at the approximate center of Lot #20 and running thence with the West side of Hillcrest Circle N. 12-45 E. 75 feet to a point thence N. 72-30 W. 158.6 feet to a point; thence S. 26-40 W. 75.8 feet to a point, thence S. 72-30 E. 178 feet to the point of beginning.

It is understood that the lien of this mortgage is junior to the lien of a mortgage executed by Mary W. Smith this day to Fidelity Federal Savings and Loan Association, recorded herewith, in the sum of \$2800.00.

STATE OF SOUTH CAROLINA, County of Greenville

Personally appeared before me Malcolm C. Davenport, Notary Public for S.C. who being duly sworn deposes and says that he is the bona fide owner of the within Bond and Mortgage and that the same has not been assigned hypothecated or otherwise disposed of and that the same has been lost or destroyed and after diligent search cannot be found. That deponent has full authority to mark the Mortgage as lost and cancelled of record.

SWORN to before me this 27th day of March 1945

Notary Public for S.C.

That for record 27th day of March 1945 9:30 A.M.

Malcolm C. Davenport