

THE STATE OF SOUTH CAROLINA, } *For record*

COUNTY *Greenville*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I. J. R. Benson of said County and State

SEND GREETINGS:

WHEREAS, *I*, the mortgagor, hereinabove named,

in and by *my* certain *promissory* note in writing, of even date with these presents, *and* well and truly indebted to the mortgagee hereinafter named *Mrs. Jessie A. McNair*

Seventeen hundred and sixty (1760.00) in the full and just sum of DOLLARS, to be paid *in installments of not less than three hundred dollars each payable on the third day of December in each year beginning with the year 1923, until paid in full with the privilege of paying the same on December third, 1922.*

with interest thereon from *this date* at the rate of *eight* per cent. 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 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 per cent of indebtedness thereon*

besides all costs and expenses of collection, to be added to the amount due on said note 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 or if any part of the money due on said note be not paid when due (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 mortgagor,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee hereinafter named according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to *me* the said mortgagor in hand well and truly paid by the said mortgagee

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

Jessie A. McNair and her heirs and assigns all those two certain lots or pieces or parcels of land situate, lying and being in the state of South Carolina in the County and Township of Greenville, About three miles west of Greenville Court House on the west side of the "Furman Road" having collectively the following mete and bounds to-wit: Beginning at an iron pin on the west side of said Furman Road or Sampson Mill Road on the original boundary line between lands of estate of H. P. Hammett deceased and lands of Mrs. Mary G. Furman, as shown on plat recorded in office of Registry of Mesne Conveyance for said County and State in Deed Book A. H. H. at page 836 and running thence along said road N. 8 1/4° E. 5.50 chains to an iron pin on the west side of said road thence N. 57 1/2° W. 9.05 ch. to an iron pin on a branch of Langston's Creek, thence down said branch following the meanders thereof as the line approximately as follows: S. 29 1/2° W. 1.33 ch. to bend in branch, thence S. 10 1/2° W. 4.56 ch. to bend in branch, thence on down said branch 2.18 ch. to iron pin on said branch, thence leaving said branch and running S. 68° E. 8.42 ch. to iron pin on said road; thence along that road about N 8° E. about 18 links to the beginning corner, containing six (6) acres, more or less

This is the same land conveyed to me by Mrs. Mary J. Payne and Johnson Harper Payne by deed bearing date January 6th 1920, and by Mrs. Mary J. Payne as trustee for Miss Mary Ethel Payne by deed bearing date March 1920

This is a first mortgage on said land, ranking equally with another first mortgage thereon, this day given by me to L. O. Patterson, trustee for R. H. and W. P. White; it being understood and agreed that the note secured by said mortgage and these presents shall be paid pro rata from the proceeds of sale of said lands on equal terms in all respects, without priority or discrimination, as though both notes were secured by the same mortgage instead of separate mortgages

This mortgage is given to secure the payment of money borrowed to pay a portion of the purchase price of said lands