

MORTGAGE OF REAL ESTATE

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 148732

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. C. S. Hall

SEND GREETING:

WHEREAS, *I*, the said *J. C. S. Hall*

in and by *my* certain *Promissory* note in *my* writing, of even date with these presents *and* well and truly indebted to *Lila E. Earle, Executrix*

in the full and just sum of *Fifteen Hundred (\$1,500.00)* Dollars to be paid: *One year after date*

Lien Released By Sale Under Foreclosure 23 day of *April* A.D. 1941 See Judgment Roll No. *6-8244* *E. Linnan* MASTER

with interest thereon from *date of promissory note* at the rate of *seven* 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 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 per cent of the amount*, besides all costs and expenses of collection, to be added to the amount due on 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 the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to 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 and release unto the said Mortgagee, and *her* Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in *Greenville* County, State aforesaid,

Composed of two tracts as follows:
Tract No. 1: All those four tracts of land lying and being on the east side of the State Road or Saluda Turnpike Road, and containing twenty-eight and three-fourths (28 3/4), more or less. These are the same four tracts of land conveyed to said *J. C. S. Hall* by *L. E. Cantrell* by deed dated April 24, 1920, recorded in Deed Book 68, page 154, R.M.C. Office for Greenville County, said land being in Saluda Tp.

Tract No. 2: Tract of land in *_____* Township, Greenville County, South Carolina, containing one hundred four (104) acres, more or less, bounded by lands of *B. N. Mack, Henry Russell, L. C. Hindman, et al*, and lying on the waters of Fall Creek, on both sides of the State Road. This is the same land conveyed to said *J. C. S. Hall* by *Alfred Ward, J. H. Ward and Vera Ward*, October 1, 1919, by deed recorded in said R.M.C. Office for Greenville County, in Deed Book 54, page 190.

Both of said tracts are more fully set out in the above mentioned deeds, and on a plat recorded in Plat Book 8, page 165, said R.M.C. Office and reference to said deeds and plat is hereby craved for a more complete description.

The mortgagor herein agrees to and does hereby assign all rents from this property to the mortgagee and authorized the mortgagee at any time to rent said property and to be only accountable for such net rents as she may receive less the expense of collection and does hereby assign the present lease on said land to the mortgagee.

The mortgagor further agrees not to cut any timber on said land without the consent of the mortgagee.

Assigned to *L. R. Thompson* September 9, 1937 without recourse on me.
Witness *Lila E. Earle, Executrix*
H. K. Townes
Mary Seyle

#11426.

Assignment Recorded September 14th, 1937 at 1:05 P.M.

For Assignment to this Mtg. see R. E. M. Book 287 at Page 161

For Assignment to this mortgage, see R. E. M. Book 264, Page 123. For Assignment to this mortgage, see R. E. M. Book 264, Page 123.