

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

Whereas,

J. M. Rogers

of the County of Greenville, in the State aforesaid (hereinafter referred to as the "mortgagor") in and by a certain principal promissory note or notes (hereinafter referred to as "notes," whether one or more) in writing (designated thereon as "first mortgage real estate bonds") due as follows: on the first day of March, 1943

and in and by interest notes (designated thereon as "interest coupons"), to be paid annually as follows:

paid in full and satisfied on the first day of March, 1943 by Frank Smith

SATISFIED AND CANCELLED BY ALICE J. JARRETT AT 2:55 P.M. MARCH 2, 1943

is well and truly indebted to

Frank Smith

(hereinafter referred to as the "mortgagee") in the full

and just sum of fifteen hundred Dollars,

(\$1,500.00); all of said notes bearing even date hereon and bearing interest from this date at the rate of six

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 the rate

of seven per cent. per annum; it being hereby agreed that each of said notes shall bear interest after maturity or after default in payment at the rate of

seven per cent. per annum, to be computed semi-annually, all interest not paid when due to bear interest at the rate

of seven per cent. per annum; and that both principal and interest shall be paid in United States gold coin of the present standards of weight and fineness;

all the terms and covenants of said notes being hereby made parts hereof as fully as if set out at length herein.

Now, know all men that said mortgagor, in consideration of said debt and for the purpose of securing the payment thereof, and in further consideration of the

sum of one dollar paid to said mortgagor by said mortgagee at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), has granted,

bargained, sold and released and by these presents does grant, bargain, sell and release unto the said mortgagee and his heirs, successors and assigns all that certain lot,

piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville

in Austin Township,

near Conestee Mills, containing fifty and 3/4 (57.75) acres, more or less, being the upper part of the George E. Foyett tract, adjoining lands of Jacob Nyde and lands of the estate of Cain Skell. A more particular and minute description of said tract of land will be seen by reference to deed of Lewis Rodgers to Amanda M. Smith, dated May 9, 1863, recorded in Book "A.A" page 126, for 50 acres, and deed from J. N. Nyde to Amanda M. Smith, dated May 9, 1863, recorded in Book "A.A", page 127, for three-fourths (0.75) of an acre. This mortgage is given to secure the payment of the balance of the purchase money of said land, which is this day conveyed to said J. M. Rogers by said Frank Smith; this is a first mortgage on said land.

being the same land conveyed to said mortgagor by on 192, by deed

recorded in the office of the Register of Mesne Conveyances or Clerk of Court for

County, S. C., in Deed Book, page

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining. To have and to hold all and singular the said premises unto the said mortgagee and his successors, heirs and assigns forever. And said mortgagor does hereby bind himself and his heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said mortgagee and his successors, heirs and assigns from and against said mortgagor and his heirs, executors, administrators, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof; also, on demand at any time, to give any further written assurances which may be desired to protect the interests of said mortgagee, including a new note or notes and mortgage correcting errors in the originals.

And said mortgagor hereby covenants and agrees with said mortgagee as follows: (1) That when the loan secured hereby is closed, there shall and will be no unsatisfied lien or encumbrance of any kind, prior to the lien hereof, affecting said premises or any part thereof, this being solemnly declared and represented by said mortgagor as a condition hereof and for the purpose of obtaining a loan hereunder.