

THE STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Me, G. Dewey Montgomery and Lucille Sumner Montgomery
SEND GREETINGS:

WHEREAS, *we*, the mortgagor(s) hereinabove named,

in and by *our* certain *promissory* note in writing, of even date with these presents, *are* well and truly indebted to *J. L. Loftis* the mortgagee hereinafter named.

to be paid *One Hundred (\$100.00)* in the full and just sum of *one* DOLLARS, *due on before April 27, 1941*

with interest thereon from *date* at the rate of *seven* per cent. per annum, to be computed and paid *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 the amount due 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 *we* 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 *hereinabove named*, note, and also in consideration of the further sum of *Three Dollars*, to *us* the said mortgagor(s) in hand well and truly paid by the said mortgagee.

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

J. L. Loftis
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GREENVILLE COUNTY, S. C.
APR 25 1941
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"All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the north side of Bell Highway near Ebenezer Church and being known and designated as Tract no 2 in the estate of J. M. Sumner, as shown on subdivision and plat made by W. A. Hester, October 24, 1935, and containing 35 3/4 acres, more or less, having according to said plat the following metes and bounds and courses and distances to-wit:

Beginning at a point on the north side of the Bell Highway corner of Tract No. 1, and running thence along the line of said Tract No. 1, the following courses and distances: N. 37 1/2 E. 5.15 to sweet gum x 3; thence N. 41 2/4 E. 3.55 to an iron pin; thence N. 25 1/2 E. 5.80 to pine x 3; thence S. 80 E. 12.38 to an iron pin in line of land of the W. B. Langford Estate; thence N. 17 E. 1.50 to an iron pin; thence N. 25 E. 1.50 to an iron pin; thence N. 37 E. 5.40 to an iron pin; thence N. 55 1/2 E. 8.53 to Hickory tree x 30m; thence N. 18 E. 5.70 to stone x 0m; thence N. 14 1/2 E. 10.18 to large W. O. x 30m; thence S. 32 1/4 E. 28.63 to an iron pin; thence S. 55 E. 2.40 to an iron pin; thence S. 32 1/4 E. 6.00 to an iron pin in line of the Bell Highway; thence along the line of the said Bell Highway S. 45 E. 2.90 to a point at angle in road in said Highway; thence S. 57 1/2 E. 2.80 to a point at angle in said road; thence continuing along the line of said Highway to the beginning corner.

Less, however, 5 1/8 acres conveyed by us to E. Cantrell by deed dated November 3, 1936, and recorded in the R. M. C. Office for Greenville County in Deed Book 187, Page 393. Less, also 25 3/4 acres conveyed by us to H. B. Burns by deed dated December 9, 1938, and recorded in the R. M. C. Office for Greenville County in Deed Book 207, Page 256."

This mortgage is junior to a mortgage given by us to J. L. Loftis in the principal sum of \$200.00, dated March 27, 1939, and of record in the R. M. C. Office for Greenville County in Mortgage Book 116, Page 197.