

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

42162 PROVENCHER-JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, John C. Agnew of the County and State aforesaid

SEND GREETINGS:

Whereas, I the said John C. Agnew

in and by my certain promissory note in writing, of even date with these presents, am
well and truly indebted to C. M. Hart

in the full and just sum of \$421.25 Four Hundred Twenty-one Dollars and Twenty-five cents

(\$) Dollars, to be paid in twenty one monthly installments or or before the 15th day of each month, the first installment to become due on Sept. 15, 1939; and the first twenty installments to be in the amount of \$20 each plus accrued interest on unpaid balance, and the twenty first installment to be in the sum of \$21.25 with accrued interest. It is agreed that any or all payments may be made at any time before maturity. Date of maturity of above mentioned note 21 months from date.

with interest thereon from at the rate of per centum per annum, to be computed and paid

Interest to be at the rate of 7% per annum, payable as above stated

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 the 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

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

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said John C. Agnew

in hand well and truly paid by the said C. M. Hart

at and before 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

C. M. Hart, his heirs and assigns forever.

All that certain piece, parcel and lot of land situate, being and lying in Saluda Township, County and State aforesaid, and more particularly bounded and described as follows:

BEGINNING at a stone (Old mark) corner of Hart's and Johnson's land, and running thence N. 36 1/2 degree E. 9.50 chains to a stone (old mark); thence N. 50 Degrees E. 16.15 chains to a stake; thence N. 24 degrees W. 11.90 chains to a point in the center of the Marietta Road; thence with center of said road S. 72 degrees W. 4.50 chains to bend of said road; thence continuing with center of said road N. 89 1/2 degrees W. 6.88 chains to a corner in center of aforesaid road; thence S. 5 degrees W. 27.40 chains to the beginning, and containing 26 1/2 acres, more or less.

Provided, further as a part of the stipulations of this mortgage, that the mortgagee herein, the said C. M. Hart, shall receive 75% of the gross receipts from the sale of any timber which may be sold from the premises during the time this mortgage shall be in force, said amount to be credited on note of John C. Agnew.

June 11-1941
This mortgage and note is
accrued and paid in full.
C. M. Hart
11930
8:57
RECORDED AND INDEXED
GREENVILLE, S. C.
1941