

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE COUNTY
DEC 12 2 55 PM 1950
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To All Whom These Presents May Concern:

I, James M. Tolbert, of Greenville County, S. C., SEND GREETING:

Whereas, I, the said James M. Tolbert,

in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to W. A. Smith,

in the full and just sum of TWO HUNDRED and no/100 (\$200.00) DOLLARS,
to be paid ON December 15, 1950,

with interest thereon from date

at the rate of Six per centum 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 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 this 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 James M. Tolbert,

in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. A. Smith,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said James M. Tolbert,

in hand well and truly paid by the said W. A. Smith,

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 W. A. Smith,

his heirs and assigns,

All that piece, parcel or tract of land in Austin Township, Greenville County, State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING At an iron pin in joint corners of Lots Nos. 1, 2, and the Will Austin property, and running thence N. 68-15 E. 9.97 to a stone; thence S. 15-30 W. 9.35 along the Will Austin line to a stone; thence N. 80 E. 3.46 to a stone; thence S. 7 W. 5.55 to point on the Laurel Creek; thence down the meanders of said Creek, 4.01 to a stake; thence N. 85-30 E. 6.35 to a black gum; thence N. 12-45 E. 12.10 to an iron pin; thence N. 48 W. .80 to the beginning corner; and containing Fourteen and 25/100 (14.25) acres, more or less, and being known as Tract No. One (1) on a survey of the W. M. Garrett land as made by W. J. Riddle in February, 1930, to which reference is made..

This is the same property conveyed to me by Lee Alice Brockman, and others, by deed dated August __, 1946, recorded in Vol. 307 at page 290 in the R. M. C. office for said County and State.

This is a first mortgage over the above described property, and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

Oct 24, 1950