

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Martha Elliott Smith

SEND GREETINGS:

Whereas, I the said Martha ElloitSmith

in and by my certain promissory note in writing, of even date with these presents, am

well and truly indebted to Avery J. Hawkins

in the full and just sum of Two Hundred Fifty

(\$ 250.00 ) Dollars, to be paid

on or before January 1, 1940, Payable \$25.00 Monthly

*19<sup>th</sup> Dec. Avery J. Hawkins, M. Elliott Smith, Howard Caldwell*

with interest thereon from date at the rate of 6 per centum 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, 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, Martha ElloitSmith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment

thereof to the said Avery J. Hawkins

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

the said Martha Elloit Smith

in hand well and truly paid by the said Avery J. Hawkins

*11<sup>th</sup> Dec. 39 Allie Farnsworth*

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

Avery J. Hawkins:

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, containing 21 acres about 7 miles north of Greenville Courthouse and facing on a Cross Country Road from Roseman's Cross Road to Paris Mountain Water Works Road and bounded by land of R. Y. Rosemond, John Davidson, Estate of now or formerly Rev. Dill and is the same land deeded to Charles W. Hawkins by W. H. Irvine dated Feb. 8, 1898 and recorded in Vol. EEE at page 770, this same tract was deeded to Avery J. Hawkins Feb. 13, 1933 by the legal and sole heirs of Charles W. Hawkins and recorded in the office of R. M. C. at Book 171, page 403.