

THE STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Herman G. Smith of Greenville, S.C.

SEND GREETING:

WHEREAS, I, Herman G. Smith

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

Citizens Trust Company

in the full and just sum of eleven hundred seventy nine (\$1179.00)

Dollars, to be paid November 1st, 1922

with interest thereon from maturity at the rate of eight per cent. per annum, to be computed and paid

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and 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; 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 attorney's 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, Herman G. Smith

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

Citizens Trust Company

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

Herman G. Smith in hand, well and truly paid by the said

Citizens Trust Company

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 Citizens Trust Company: All that piece, parcel or tract of land

situate, lying and being in Greenville County, State of South Carolina, containing 118 1/2 acres, more or less, being estate of M.A. Smith, deceased, and having the following metes and bounds: Beginning on Enoree River at mouth of gully, at corner of lands now belonging to H.G. Smith and running thence up said Enoree River 5.00 to a stake; thence leaving said River and running S. 53 1/2 W. 8.98 to stone; thence N. 64 1/4 W. 11.15 to stone, S. 56 W. 19.85 to stone; thence S. 23 1/2 W. 7.27 to a stone on road; thence S. 23 W. 9.63 to Hickory; thence S. 28 W. 6.80 to pine; thence 43 1/2 W. 6.50 to stone; thence S. 49 1/2 W. 12.50 to a Hickory on Branch on Brushy Creek; thence S. 46 W. 2.47 to a stone; thence S. 28 W. 4.70 to a stone; thence S. 33 W. 2.85 to a stone; thence S. 46 W. 1.60 to a stone; thence S. 59 1/2 W. 8.64 to poplar; thence N. 15 E. 4.08 to a stake; thence N. 46 E. 4.00 to stake E.; thence N. 81 E. 2.80 to stake; thence N. 68 E. 4.50 to stake; thence N. 16 E. 2.50 to stake; thence N. 85 E. 3.90 to rock on Brushy Creek; thence N. 57 E. 1.35 to a shaol rock in the Creek; thence down said Creek to maple; thence leaving Creek and running N. 33 E. 1.60 to a bunch of maples; thence N. 33 E. 3.00; thence N. 47 E. 3.00; thence N. 33 1/2 E. 3.59; thence N. 18 1/2 E. 3.32; thence N. 1 E. 182 to stone; thence N. 18 E. 7.25 to stone; thence N. 46 1/4 E. 25.85 to stake on gully; thence up said Gully to beginning corner on Enoree River, and bounded on the north by the lands of Mrs. J.W. Baker, on the east by Enoree River, Larie Hutchings, J.P. Green and H.G. Smith; on the South by J.D. Holtzclaw and E.J. DeCamp, and on the west by E.J. DeCamp and Mrs. J.W. Baker.

Also, All that piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, containing 7.17 acres, more or less, on the west bank of Enoree River, adjoining lands of M.A. Smith, Davis Holtzclaw, The Pelham Mills, and bounded by the following lines: Beginning at a stone marking a corner on the boundary between M.A. Smith and The Pelham Mills; thence N. 50-35 E. 477 feet to a pine 3x, about 100 feet from Waters edge of Enoree River; thence up the said River at same distance therefrom along the following courses: N. 62-44 W. 218 feet, N. 73-10 W. 240 feet, N. 73-58 W. 209 feet, S. 83-16 W. 465 feet, N. 70-25 W. 406 feet, N. 65-36 W. 120 feet to a stone at the foot of water Oaks; thence along boundary of lands of Davis Holtzclaw and M.A. Smith S. 62-10 E. 1355 feet to the beginning.

State of South Carolina, County of Greenville. For value received we, Camilla A. Smith and Nellie Moore Smith, the owners and holders of the mortgages executed by H.G. Smith on December 21st, 1921, in the Sums of two thousand (\$2000.00) Dollars and twenty-five hundred (\$2500.00) Dollars, and recorded in Vol. 107, pages 94 and 95 respectively, do hereby waive the liens of said mortgages in favor of the within mortgage, and do hereby consent that the within mortgage be and the same is a senior mortgage to the mortgage given by him to us and now held by us.

In the presence of:
Clara Lee Smith.
Leo L. Fleming.

Nellie Moore Smith, (L.S.)
Camilla Smith.- (L.S.)

State of South Carolina, County of Greenville. Personally appeared before me Clara Lee-Smith who, being duly sworn, says that she saw Camilla A. Smith and Nellie Moore Smith sign, seal and as their act and deed deliver the the foregoing waiver and that she with me L. Fleming witnessed the execution thereof.

Sworn to before me this 13, day of February A.D. 1922.
J.H. Davis (L.S.)

Clara Lee Smith

Notary Public for South Carolina. (The above Waiver recorded Feb. 13th, 1922.)

The 118 1/2 acre tract of land, covered in this mortgage, released from the lien of this mortgage by sale under foreclosure and is cancelled & record pursuant to order of Court in judgment Vol No. 8-2847 this 11th, 1932
C. S. Green, master

Witness
J. H. Davis
R. M. C.
3:45 P.M.
13408

