Vol. 223.

Form 1.

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 69063

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. W. Smith, of above State and County

SEND GREETING: Estate Died

WHEREAS, I, the said J. W. Smith of Cassapabella, S.C. R. #3 the Estate of Adm. Coley, Dec'd

in and by certain note of even date with these presents, well and truly indebted to Sam Caley of Cassapabella, S.C. R. #3

in the full and just sum of Four hundred & no/100 dollars, R. J. Barrett Adm. of Estate of Coley Dec'd. as per

Dollars, to be paid Note of even date of these presents, to be executed by

Year from date. Greenville R. J. Barrett Adm. of Estate of Coley Dec'd.

with interest thereon, from # 8/38 per cent. per annum to be

computed and paid at the rate of R. J. Barrett Adm. of Estate of Coley Dec'd.

annually; 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, said note further providing for the payment of 11. per cent. additional as attorney's fee, 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 at law by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That I, the said J. W. Smith of above State and County

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Sam Caley Estate of Coley Dec'd.

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said J. W. Smith as Adm. of the Estate of Coley Dec'd.

in hand well and truly paid by the said Sam Caley

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 Sam Caley

all that certain tract or parcel of land situate lying and being in Highland Township in state and County aforesaid and being a portion of that tract of land containing 32 acres more or less and which was deeded to J. W. Smith by J. H. Mc. Claig and to me by J. H. Reid and described as follows: A. M.

Beginning at a stone on branch same being a new corner in line of J. W. Hansford. Thence N. 53° 50' W 36.60 chains to Red oak (gone) this being J. W. Tinsley's Corner in Geo. Campbell's line thence S. 36° 50' W. 6.83 chs. to a stake, thence S. 14° 48' E. 28.38 chs. to stake in branch, thence S. 87° 25' E. 18.00 chs. to stake near branch, thence N. 34° 45' E. 14.75 chs. to the beginning and containing sixty four (64) acres more or less.

And the said J. W. Smith agrees to pay the said debt or sum of money with interest thereon, according to the true intent and meaning of the said note together with all costs and expenses which the said Sam Caley shall incur or be put to, including a reasonable attorney's fee, chargeable to the above described Mortgaged Premises, for collecting the same by demand of attorney or by legal proceedings.