

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA, }  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

*A. L. Dillard*

SEND GREETING:

WHEREAS, *A.*, the said *A. L. Dillard*

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

*W. C. Smith*

in the full and just sum of *One Thousand (\$1000.00)*

Dollars, to be paid *when due, said note being given in consideration of the endorsements on certain notes by said W. C. Smith held by the Peoples State Bank of South Carolina, this note being given to protect said W. C. Smith against all liability on said notes in case of default by me, and on the condition and in event that he is compelled to pay same, otherwise,* with interest thereon, from... at the rate of... 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... become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage, said note further providing for an attorney's fee of *33*

besides all costs and expenses of collection, to be added to the amount due on the 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 or 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 *A.* the said *A. L. Dillard*

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

*W. C. Smith*

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

*A. L. Dillard*

in hand well and truly paid by the said

*W. C. 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. C. Smith, his heirs and assigns:*

*All that certain parcel or tract of land situated about four miles south of Green, S. C., on the Greer-Pelham road in Chickel Springs Township, State aforesaid, containing Forty-One (41) acres, more or less, bounded by lands of W. W. Elmore J. B. Smith, W. C. Smith and others, and being a part of the land conveyed to me by M. J. Dillard, Executor, by deed recorded in Deed Book 22, at Page 144, R. M. B. Office for Greenville County, and being more completely described in a plat of the same made by W. D. Mores, Engineer, in July, 1921,*

*the note and this mortgage given to secure same to be null and void and without effect.*