VOL. 241

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

B. H. H. Smith

SEND GREETING:

Whereas, I the said H. H. Smith

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

in the full and just sum of Eight hundred and no/100 dollars ($800.00) Dollars to be paid as follows to wit: One hundred fifty dollars one year after date, one hundred fifty dollars two years after date and two hundred dollars three years after date with interest thereon from date at the rate of 6 per cent. per annum, to be computed and paid annually 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; said note further providing for an attorney's fee of ten per cent (10%) besides all cost and expenses of collection to be added to the amount due on the said note and 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, will more fully appear.

Date Feb 16 1938

Witness Robert L. Jones
Robert B. Jones
Mattie McD. Farmer

NOW KNOW ALL MEN, That I, the said H. H. Smith

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

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

in hand well and truly paid by the said S. 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 S. A. Smith, his heirs and assigns;

All that piece, parcel or tract of land situated, lying and being in the State and County aforesaid and adjoining lands of myself, H. H. Iller and others and is a portion of the same land purchased by H. R. Smith from A. B. Hughes and is recorded in the R. M. C. Office for Greenville County in Vol. N N, page 662, and has the following metes and bounds, to wit;

Beginning at a Hickory 3X by two Hickorys and runs thence S. 12 W. 1.78 chs. to large P. O.; thence S. 14-15 W. 13.40 chs. to stone 3X nm; thence S. 31-30 E. 5.00 to stake in road; thence N. 57 E. 9.00 to stone in road; thence S. 56 E. 25.40 chs. to stake 3X in creek; thence down creek S. 36-15 E. 5.00 chs.; thence N. 86 E. 2.35 chs. to stake on old line; thence with said old line N. 13-15 E. 13.80 to stone 3X; thence N. 75½ W. 11.90 to stone on creek; thence down creek S. 5-30 E. 3.25 chs. to stone 3X0m; thence N. 80 W. 13-20 to stone 3X0 nm. thence N. 75-45 W. 17.25 chs. to the beginning and contains fifty one and one-half (51½) acres be the same more or less.