

VOL. 241
MORTGAGE OF REAL ESTATE
THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. Jessie Herbert of the County of Greenville,
SEND GREETING:

Whereas, *J. Jessie Herbert*

in and by *Bill* certain *1934* note in writing, of even date with

these presents, *are* well and truly indebted to *to C. S. McCallan*

in the full and just sum of *One Thousand and one hundred Dollars* to be paid *on March 1st, 1933*

with interest thereon from *Deed Paid 3rd Oct 932*

at the rate of *8* per cent. per annum, to be computed and paid *as principal* 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 *Reasonable amount* 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.

NOW KNOW ALL MEN, That *J. Jessie Herbert*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *B. S. McCallan*

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

in hand well and truly paid by the said *B. S. McCallan* 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

B. S. McCallan,

All that certain *55* acre, parcel or tract of land situated in *Gantt Township*, State and County aforesaid, containing forty-five and one-half ($45\frac{1}{2}$) acres, more or less, and is a part of tract bought at public sale and conveyed to me by *J. A. McHugh* as executor of the last will and testament of *S. L. McHugh*, deceased, and recorded in office of *R. M. D.* for *Greenville County* in Vol 333 at Page 291.

Original tract calls for fifty acres and about six and one-half acres were sold to *H. C. Cleveland* but a resurvey by *R. S. Weston, C. E.*, found forty-five and one-half acres still remaining.

This is a second mortgage-a mortgage for approximately one hundred and fifty (\$150.00) now being held by *Mrs. C. C. Good* being the only mortgage or lien of any kind ahead of this mortgage.

Piedmont, S.C. December 12th 1932.

For value received, *J. C. J. McCallan*, do hereby assign, transfer and set over the within mortgage and the note secured thereby to *Bank of Piedmont, Piedmont, S.C.* with full recourse on me.

Witnesses:

C. C. Good

J. Wilbur Hicks.

State of South Carolina, Greenville County.

Personally appeared *C. C. Good* who being first duly sworn says that he saw *J. C. McCallan* sign, seal and as his act and deed, deliver the above assignment and that he with *J. Wilbur Hicks* witnessed the execution thereof.

Sworn to before me June

1st. 1934

C. C. Good.

J. Wilbur Hicks

Not. Out. in for S.C.

Assignment Recorded June 4th, 1934 at 10:15 a.m. # 6693.