

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. B. Lee Smith

Whereas, *I* the said *B Lee Smith*

SEND GREETING:

in and by *my* certain *promissory and 37*

note in writing, of even date with these presents, *am* well and truly indebted to *A. M. Ertzberger*

Minors in the full and just sum of *Three Hundred and Thirty Seven* Dollars

to be paid: *in five equal annual payments, the first being payable one year from date*

with interest thereon from *date*

at the rate of *7* per cent. per annum, to be computed and paid *quarterly*

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 to close

this mortgage; said note further providing for an attorney's fee of *ten per cent*

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 *I*, the said *B Lee Smith*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *A. M. Ertzberger, Guardian*

of Three Dollars, to *me* the said *B Lee Smith*

in hand well and truly paid by the said *A. M. Ertzberger, Guardian for De Young*

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

A. M. Ertzberger, Guardian for De Young Minors, and his Successors and assigns:

All that certain piece, parcel or tract of land containing 12.5 acres, more or less, bounded by lands now or formerly owned by J. J. Mitchell, J. W. Moon, James Lindsey and others, and being the same tract of land conveyed to B. L. Smith by deed of Thomas E. Lindsey, as recorded in Deed Book 133 at page 575, R.M.C. Office for Greenville County.

Witness my hand and seal this 9th day of September 1937
James M. Edwards
Notary Public
13479

Memorandum
paid
not out
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