

STATE OF SOUTH CAROLINA,
County of Greenville

KNOW ALL MEN BY THESE PRESENTS, That

I, E. O. Jacks, also known as Ell Owens Jacks,

of Greenville County and State aforesaid, hereinafter called first party, whether one or more, SEND GREETINGS:

WHEREAS, first party is indebted to the Land Bank Commissioner, acting pursuant to Part 3 of the Act of Congress approved May 12, 1933, known as the Emergency Farm Mortgage Act of 1933, hereinafter called second party, as evidenced by a certain promissory note, of even date herewith, for the principal sum of Twenty Six Hundred and no/100 2600.00 Dollars payable to the order of the second party,

together with interest from the date of said note on the principal sum remaining from time to time unpaid, at the rate of five (5) per centum per annum, the first payment of interest being due and payable on the 15th day of October, 1934, and thereafter interest being due and payable annually; said principal sum being due and payable in ten (10) equal successive annual installments of Two Hundred Sixty and no/100 260 Dollars each, and a final installment of 2600.00 Dollars, the first installment of said principal being due and payable on the 15th day of October, 1934, and thereafter the remaining installments of principal being due and payable annually until the entire principal sum and interest are paid in full; all of which and such other terms, conditions, and agreements as are contained in the said note, will more fully appear by reference thereto.

NOW, KNOW ALL MEN, That first party, in consideration of the debt evidenced by the said note, and for better securing the payment thereof to second party, according to the terms of the said note, and the performance of the conditions and covenants therein contained, and also in consideration of the sum of One Dollar in hand well and truly paid by second party, and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, in fee simple, and by these presents does grant, bargain, sell, and release in fee simple, unto second party, his successors and assigns the following described lands, to wit:

"A" All that tract or parcel of land containing One Hundred Seventeen (117) acres, in Fairview and Gantt Township, of Greenville County, South Carolina, known as the E. O. Jacks Place located on the Public Road to Conestee, about Five (5) miles Southeast from Greenville, South Carolina on Reedy River waters of Saluda River, bounded on the North by lands of J. R. Owens and Avery Patton; on the East by Reedy River, on the South by lands of W. H. Fowler and on the West by lands of E. D. Hendricks Estate and the Conestee Road. Said tract being more fully described as shown by plat of same made by W. J. Riddle, Surveyor, December 16, 1924, as follows: Beginning at a stake on the West bank of Reedy River at corner of land of Avery Patton and running thence South 32 degrees 45 minutes East 5.22 chains to bend in said river; thence South 27 degrees 45 minutes East 9.50 chains to bend; thence South 57 degrees East 4.76 chains to bend; thence North 56 degrees 15 minutes East 5.68 chains to bend in said River; thence South 48 degrees 15 minutes East 7.63 chains to bend; thence South 38 degrees 30 minutes East 3.10 chains to stone on bank of said river (river the line); thence leaving said river and along the line of the property of W. H. Fowler South 46 degrees 30 minutes West 6.64 chains to stone thence South 62 degrees 30 minutes West 11.62 chains to stone; thence South 33 degrees 12 minutes West 3.50 chains to stone; thence South 39 degrees 5 minutes West 6.35 chains to stone; thence South 62 degrees 15 minutes West 16.70 chains to stone at corner of E. D. Hendricks Estate; thence North 39 degrees 15 minutes West 6.64 chains to stake in middle of Conestee Road; thence along middle of said road North 49 degrees West 6.51 chains to stone in middle of road; thence South 82 degrees 30 minutes East 2.50 chains to iron pin; thence North 27 degrees West 9.95 chains to stone; thence along line of J. R. Owens property North 35 degrees 15 minutes East 27.79 chains to stone; thence North 42 degrees 30 minutes West 0.71 chains to stone; thence along line of property of Avery Patton North 65 degrees East 9.71 chains to the beginning corner.

Also all that other tract or parcel of land containing One Hundred Thirty Four and Forty Two Hundredths (134.42) acres in Fairview Township, Greenville County, South Carolina, known as part of the McBrayer Place located on the Fairview public road, about Five (5) miles Southeast of Greenville, on Rocky Creek, waters of Reedy River, bounded on the North by the property of B. E. Greer; on the East and South by Rocky Creek and on the West by lands of Thos. Childs Estate, Fairview Road and property of M. Q. Chiles. Said tract being more fully described by plat of same made by W. J. Riddle, Surveyor, December 28, 1923, as follows: Beginning at corner on the East side of Georgia road where the within tract corners with the property of B. E. Geer and M. Q. Chiles and running thence along line of the Chiles property South 10 degrees 15 minutes East 1385 feet to stake; thence South 19 degrees 50 minutes East 2335 feet to stake on the bank of Rocky Creek; thence North 48 degrees East 150 feet to stake; thence North 42 degrees East 685 feet to bend in said Creek; thence North 80 degrees 30 minutes East 306 feet to bend in said Creek; thence North 21 degrees 15 minutes East 265 feet to bend; thence North 62 degrees East 352 feet to bend; thence North 29 degrees 30 minutes East 311 feet to bend; thence North 9 degrees East 184 feet to bend; thence North 22 degrees 30 minutes East 596 feet to bend; thence North 29 degrees East 640 feet to bend; thence North 48 degrees 30 minutes East 260 feet to stake on said Creek (Creek the line); thence leaving said creek and running along line of the B. E. Geer property North 77 degrees 45 minutes West 3078 feet to the beginning point on Georgia Road. Said two plats being on file with the Federal Land Bank of Columbia, as Agent of the Land Bank Commissioner.

I, the undersigned borrower do hereby certify that the foregoing is a correct description of two certain tracts of land containing in the aggregate Two Hundred Fifty One and Forty Two Hundredths (251.42) acres of land, lying in Fairview and Gantt Township, County of Greenville; South Carolina, being the identical tracts of land which were offered by the undersigned as security for a loan to be made by The Land Bank Commissioner. The foregoing description of which this certificate is a part, is attached to a certain mortgage, of even date, executed by the undersigned, to The Land Bank Commissioner and it shall be considered a part thereof in the same manner as though it were written on the instrument itself.

Witness my hand and seal this day of January 30th, 1934.

Witness:
Elizabeth E. Bealy
Lucille E. Moseley
Catherine Wilson
Joel D. Charles,

E. O. Jacks (SEAL)

Federal Land Bank of Columbia
Received P. M.
Feb. 6, 1934
Office of Secretary.

For Partial Release see R. E. M. Book 268 Page 165.

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The debt secured by this mortgage book which at present has been paid in full, together with interest thereon, was secured by a mortgage on the property of the first party, as evidenced by a certain promissory note, of even date herewith, for the principal sum of Twenty Six Hundred and no/100 Dollars payable to the order of the second party, together with interest from the date of said note on the principal sum remaining from time to time unpaid, at the rate of five (5) per centum per annum, the first payment of interest being due and payable on the 15th day of October, 1934, and thereafter interest being due and payable annually; said principal sum being due and payable in ten (10) equal successive annual installments of Two Hundred Sixty and no/100 Dollars each, and a final installment of 2600.00 Dollars, the first installment of said principal being due and payable on the 15th day of October, 1934, and thereafter the remaining installments of principal being due and payable annually until the entire principal sum and interest are paid in full; all of which and such other terms, conditions, and agreements as are contained in the said note, will more fully appear by reference thereto.