

The State of South Carolina,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I Jesse Carter

SEND GREETING:

WHEREAS, I, the said Jesse Carter, in and by my certain Promissory note, in writing, of even date with these presents, well and truly indebted to

Oakvale Land Company, in the full and just sum of Eight Thousand Dollars, to be paid.

The debt hereby incurred in full and the Lien satisfied this 27th day of October 1937,

Instrument of Settlement

in full and the Lien satisfied this 27th day of October 1937,

with interest thereon, from date *Sept 1st 1937* at the rate of six 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, 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 (10%) per cent., 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, will more fully appear.

NOW, KNOW ALL MEN, That I, the said Jesse Carter, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Oakvale Land Company

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

Oakvale Land Company, in hand well and truly paid by the said

Jesse Carter

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 *Oakvale Land Carter*

All that parcel or tract of land, situate in Santee Township, Greenville County, on Saluda River. Bounded on the North by Mr. Cleveland, on the east and south by W.C. Cleveland, on the West by Saluda River and others. The said tract of land containing 98 acres, Payable as follows:

\$1.50 from the proceeds of each cord of wood, cut on the place as it is marketed. One third (1/3) of all crops grown on the place, and the Oakvale Land Company is to give Mr Carter the market price for the crops as gathered and delivered on the farm at "Oakvale" place.

Also, it is further agreed and understood that C.C. Good is to sign the Government Control Contract, and to collect the acreage - layout money - and give Mr Carter receipt for same, together with credit for the full amount received of the same on this note and mortgage to the Oakvale Land Company.

It is further agreed that Mr Carter has the option of paying off this note and mortgage in twelve months time at a discount of \$100.00 without interest for 1935.