235 VOL.

MORTGAGE OF REAL ESTATE

Form 2

THE R. L. BRYAN CO., COLUMBIA, S. C. 910824

The State of South Carolina,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, H. C. Shaver

WHEREAS, I, the said H. C. Shaver SEND GREETING:

in and by - certain March 9th, 1940 promissory note in writing, of even date with these presents, W. A. Smith and wife well and truly indebted to

in the full and just sum of Five hundred ($500.00) Dollars, to be paid one year after date this in full W. A. Smith

with interest thereon from date at the rate of 7 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 thereof, who may sue thereon and foreclose this mortgage; and in case said note, after maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interest to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

Witness J. Thomason W. J. Nelson

Satisfied and Cancelled this 1st day of Nov. 1940 W. A. Smith

NOW, KNOW ALL MEN, That I, the said H. C. Shaver in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. A. Smith according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said H. C. Shaver in hand well and truly paid by the said W. 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 W. A. Smith.

All that piece, parcel or tract of land situate, lying and being in Austin Township, County and State aforesaid, containing seventy acres, more or less, and being the same land conveyed to me by deed of L. F. Spillers dated Dec. 30, 1930, and recorded in office of R. M. C. for Said County in Vol. 152 at page 383, for a more particular description of said land see said deed.

Also all my one half undivided interest in and to all that piece parcel or tract of land situate lying and being in said County and State, near the town of Mauldin, Containing forty acres more or less, and being a part of the same conveyed to me by E. Inman, (Master) by deed dated Dec. 9, 1935, and recorded in R. M. C. Office in Vol. I, at page 166.

For Release see Deed Book 222 Page 73 deed to Jayler Batson.
For Release to this Mtg. see Deed Book 200 Page 489 deed to d. M. Griffin
For Release of One Acre Austin Tp. see Deed Book 201 Page 458 deed to H. C. Jayler
For Release of 10.28 acres Austin Tp. see Deed Book 201 Page 457 deed to H. C. Jayler
For Release of part of Mtg. Premises see Deed Book 210 Page 59 deed to H. C. Shaver
For Release to this Mtg. see Deed Book 213 Page 275 deed to H. C. Shaver
" " " " " " " 224 " " "
" " " " " " " 219 " " "
deed to J. W. Shaver.

For Release to this mortgage see Deed Book 226, page 88 - Deed to J. W. Sullen