

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

4307 PROVISION—JANUARY CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Joe H. Merritt

SEND GREETINGS:

Whereas, I the said Joe H. Merritt
in and by my certain promissory note in writing, of even date with these presents, am

well and truly indebted to H. K. Townes, on account of his endorsement of my note to the Peoples National Bank of Greenville, S. C.

in the full and just sum of One Hundred Thirty-two Dollars

(\$ 132.00) Dollars, to be paid twelve months after date in 12 equal
monthly installments of Eleven Dollars (\$11.00) each, the first payment to be made April 12, 1940, and thereafter the 12th day of each succeeding month until paid.

with interest thereon from maturity at the rate of seven per centum per annum, to be computed and paid

X until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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; and in case said note, after its 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 interests 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 attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that I the said Joe H. Merritt

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. K. Townes

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

in hand well and truly paid by the said H. K. Townes

at and before 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

H. K. Townes, his heirs and assigns,

All that tract of land in Butler Township, Greenville County, South Carolina, located on the road leading from Greenville to Pelham, known as the Greenville-Pelham Road, about four miles east from Greenville, on the waters of Laurel Creek, branch waters of Reedy River, and now in the possession of Joe Henry Merritt, bounded on the North by Pelham Road and lands of J. T. Jones, lying across the road from this land, also, partly by lands of Lyda Scott; on the East by lands of Lyda Scott; on the South and West by lands of Ida M. Johnson. Said land is particularly described according to a plat prepared by C. M. Furman, Jr., Surveyor, on the 23d day of February A. D., 1934, as follows:

BEGINNING at Lyda Scott's corner of the Greenville-Pelham Road, and running thence with Lyda Scott's line S. 34-30 E. 7 chains, 90 links to a pin; thence S. 13-49 E. 12 chains, 20 links to Laurel Creek; thence up Laurel Creek, N. 52-30 W. 22 chains to Pelham Road corner, center of the creek and center of the road; thence with the center of the Greenville-Pelham Road N. 62-E. 6 chains to a pin in the center of the said road; thence continuing with the center of the said road, N. 64-45 E. 5 chains, 7 links to the beginning corner, containing 13 acres, less, however, 6.35 acres conveyed by me to Pearl Golightly, by deed recorded in Deed Book 214, page 391, said R. M. C. Office.

This is a part of same land conveyed to me by Lula Cooper, January 20, 1932, by deed recorded in the R. M. C. Office for said Greenville County in Deed Book 115, page 185; this mortgage is given to secure said H. K. Townes, as he has obligated me by endorsing my note for One Hundred Thirty-two Dollars (\$132.00) to the Peoples National Bank, payable monthly, Eleven Dollars (\$11.00) a month until paid, If I fail to pay the same, or any installment, the said H. K. Townes, shall have the right to have the Peoples National Bank assign the said note to him and he then may collect said note against me and this mortgage securing it.

*Satisfied in full
Oct. 26, 1940
H. K. Townes*

*with my wife
Lyda Scott
Mally K. Townes
Lula Cooper*

*36th me
Oct. 26, 1940
Allie Jarnsworth
#15026
1258*