

MORTGAGE OF REAL ESTATE-G. R. E. M. 5

KEYS PRINTING CO., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. W. Shaver

am well and truly indebted to

W. A. Smith

in the full and just sum of Seven Hundred Fifty and No/100

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable ~~XXXXX~~

one year after date,

Jan. 1945
W. A. Smith full
W. A. Smith
W. A. Smith

Witness:
Mae Kilgore
M. A. Smith

RECORDED AND CANCELLED BY
RECORD # 111 DAY OF March 1946
A. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:21 O'CLOCK P.M.
3564

with interest from

date at the rate of seven per centum per annum until paid; interest to be computed and paid annually, and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I, the said J. W. Shaver

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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, his heirs and assigns:

all that tract or lot of land in Gantt Township, Greenville County, State of South Carolina.

being known and designated as lot No. 33 on a plat of Conestee made by R. E. Dalton, dated December, 1943, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Main Street, corner of lot No. 34 and running thence along Main Street N. 42-16 E. 92 feet to an iron pin, corner of Third Avenue; thence along Third Avenue S. 48-10 E. 156.4 feet to an iron pin, corner of Lot No. 50; thence along the line of lot No. 50 S. 41-13 W. 92 feet to an iron pin corner of Lot No. 34; thence along the line of Lot No. 34 N. 48-10 W. 158 feet to the beginning corner.

ALSO: All that piece, parcel or lot of land in Gantt Township, State and County aforesaid, containing 55.72 acres as shown by a plat thereof made by J. E. Serrine, Engineer, dated March 15, 1915, said plat being recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "C" at page 250, and being the same property conveyed to J. W. Shaver by deed of Mae Bolt Charles as Trustee by deed dated November 12, 1940, recorded in the R. M. C. Office for Greenville County, S. C. in Volume 227 at page 212.

Less, however, from the above described tract, one acre conveyed to the Church of God by J. W. Shaver by deed dated January 25, 1941, recorded in the R. M. C. Office for Greenville County, S. C. in Vol. 245, page 77; 1.37 acres conveyed to J. W. Remer by deed of J. W. Shaver, dated September 16, 1942, recorded in the R. M. C. Office for Greenville County, S. C. in Volume 248 at page 55; 1.78 acres conveyed to C. M. Payne by deed dated October 9, 1943, recorded in the R. M. C. Office for Greenville County, S. C. in Volume 257 at page 173; 9.69 acres conveyed to J. W. Remer by deed dated November 22, 1943; recorded in the R. M. C. Office for said county in Volume 259 at page 157; 1.50 acres conveyed to Frank J. Fowler by deed dated September 3, 1941; recorded in the R. M. C. Office for said County in Volume 260, page 33; and 10.50 acres conveyed to Lawrence Grey by a contract of sale not yet recorded.