

DEED TO SECURE DEBT WITH POWER OF SALE (SHORT FORM)

THE MOHRBACH CO., PRINTERS, ATHENS, GA.

STATE OF South Carolina Greenville COUNTY.

In consideration of One Thousand DOLLARS,
the receipt whereof is hereby acknowledged, James M. Burnett

of Clarke Co. Ga. of the first part, has this day bargained and
sold and do hereby transfer and convey unto B. M. Smith, Athens, Ga

successors, heirs, executors, administrators and assigns, of the second part, the following described property,
to-wit:

One House and lot located on Pine Street
Extension in Greer, South Carolina known
as No. - Pine St. Said lot being 85x261
facing Pine on West side, and bounded on
North by Jud Show, East by Furdley Est.
South by Vernon Duncan

This deed is given as security to B.M. Smith
for signing note as security at
Hubert Banking Co. Athens Ga in like
amount and of same date.

This deed is given subject to a first mortgage
on subject property in amount of \$3000⁰⁰

TO HAVE AND TO HOLD the same in fee simple; and said first party warrants the title to the same
unto said second party and assigns:

This conveyance is made to secure a debt of \$1000⁰⁰ under section 3306 of the Code of
Georgia, or any other present or future indebtedness or liability of mine to second party. The debt hereby
secured is described as follows:

One Promissory note given to E. W. Hansen for
\$1000 on Dec 5-1949 and endorsed by
B.M. Smith as security

bearing interest at 6 per cent. per annum from Date.

In case this debt is not paid promptly when due, I authorize said second party, its successors or
assigns, at option, to sell said described property at public outcry before the court house door in
Greenville County, South Carolina, Georgia, to the highest bidder for cash to pay said debt, with interest
thereon and expenses of the proceedings, including ten per cent. attorney's fees, if the claim be placed
in the hands of an attorney for collection, after advertising the time, place and terms of sale in a news-
paper of general circulation in said county once a week for four weeks. And said second party, its suc-
cessors or assigns, may make to the purchaser title in fee simple to the same; and said second party
or assigns are hereby authorized to bid and to buy at said public sale. The proceeds of said sale are to
be applied first to payment of said debt and interest, and expenses of this proceeding; the remainder, if
any, paid to said first party; said first party agreeing to surrender possession of said property without
let or hindrance of any kind. But the foregoing powers for realizing on this security are cumulative
only. I agree to maintain \$3000 fire insurance on this property with loss payable to sec-
ond party.

Said first party hereby covenants that fee simple title to said property is vested in him, and that
there are no liens of any nature against me.

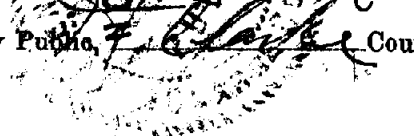
Witness my hand and seal, this 5 day of Dec, 1949

Signed, sealed and delivered in the presence of:

T. J. ... James M. Burnett (Seal)

... (Seal)

Notary Public, Clarke County, Ga. (Seal)



Handwritten notes and signatures at the bottom of the page.