

The State of South Carolina,  
COUNTY OF GREENVILLE

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GREENVILLE CO. S. C.

JAN 6 4 50 PM 1950

To All Whom These Presents May Concern

OLLIE FARNSWORTH  
R. M. C.

SEND GREETING:

Whereas, We , the said Eugene Cody and Ruby M. Cody ,  
in and by our certain promissory note in writing, of even date with these  
Presents, are well and truly indebted to Homer L. Smith

in the full and just sum of Seventeen Hundred Fifty and no/100 (\$1750.00) -----  
Dollars , to be paid \$40.00 on the 5th day of each month  
commencing February 5, 1950, payments to be applied first to  
interest, balance to principal, with the privilege to anticipate  
part or all at any time

, with interest thereon from date

at the rate of 7 per centum per annum, to be computed and paid monthly

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 We , the said Eugene Cody and Ruby M. Cody  
, in consideration of the said debt and  
sum of money aforesaid, and for the better securing the payment thereof to the said Homer L.  
Smith according to the terms of the said note, and also in  
consideration of the further sum of Three Dollars, to us , the said Eugene Cody and  
Ruby M. Cody , in hand well and truly paid by the said Homer L. Smith  
at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-  
gained, sold and released, and by these Presents do grant, bargain, sell and release unto the said  
Homer L. Smith, his heirs and assigns,

All that certain tract of land containing 32.85 acres, more  
or less, situate in the County of Greenville, State of South Carolina,  
in Bates Township, on the east side of the Greenville and Northern  
Railroad right of way and having the following metes and bounds,  
according to a survey made by Pickell & Pickell, Engineers, dated  
July 23, 1949:

BEGINNING at a point in the fork of a branch in line of  
Langford property and running thence with line of the Langford prop-  
erty up said branch as the line to the right of way of the Greenville  
& Northern Railway; thence S. 14-26 E. with said right of way 175 feet;  
thence still with said right of way, S. 14-26 E. 430 feet; thence  
still with said right of way, S. 33-11 E. 286 feet; thence still with  
said right of way, S. 50-31 E. 248.2 feet; thence still with said right  
of way, S. 64-39 E. 189.6 feet; thence still with said right of way,  
S. 74-11 E. 297.6 feet; thence still with said right of way, S. 70-06  
E. 152.7 feet; thence still with said right of way, S. 58-49 E. 246  
feet; thence still with said right of way, S. 45-20 E. 225 feet; thence  
N. 42-45 W. 146.3 feet to old stone on Old White Horse Road; thence

(OVER)