

STATE OF SOUTH CAROLINA,

County of Greenville

FILED
GREENVILLE CO. S. C.

To all Whom These Presents May Concern:

JUN 2 4 31 PM 1950

WHEREAS I, A. E. Holton, of Greenville County, am well and truly indebted to W. E. Caldwell OLLIE FARNSWORTH R.M.C.

in the full and just sum of ONE THOUSAND, FIVE HUNDRED AND NO/100 - - - - (\$ 1500.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows:

On or before one (1) year after date, with a guarantee of a minimum of one year's interest

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid semi-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 A. E. Holton

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. E. Caldwell, his heirs and assigns forever:

"All that lot or tract of land in Chick Springs Township, County of Greenville, State of South Carolina, containing 35 acres, according to a plat and survey made by J. Earle Freeman, January 14, 1938, and having the following metes and bounds, as shown on said plat, to-wit:

"BEGINNING at an iron pin at Southwest corner of bridge on Rutherford Road where the same crosses over Mountain Creek, and running thence with said road, N. 1 E. 3.12 chains to iron pin; thence N. 9 1/2 E. 3.05 chains to iron pin in road; thence continuing with said road, N. 11 1/4 W. 4.00 chains to iron pin on East bank of road; thence across said road and with the line of Hugh Sammons land, N. 37-37 W. 11.73 chains to stone 3 xom; thence S. 38 3/4 W. 11.73 chains to stone on bank of Mountain Creek; thence down meanders of Mountain Creek a distance of approximately 30.89 chains to point of beginning; being the same tract of land conveyed to me by W. A. Bull by deed of even date herewith, not yet recorded."

It is understood and agreed that the above described tract of land shall be subdivided into a minimum of 75 lots, and the mortgagor herein agrees to pay to the mortgagee the sum of \$50.00 out of the sale of each separate lot upon the payment of which the mortgagee will execute a release to the lot so conveyed.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

W. E. Caldwell, his

Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.