Vol. 180. **Form 2.**

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 47287

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

WHEREAS, I, the said Hattie Atkins Executrix in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to J. J. McSwain in the full and just sum of Seven hundred ($700.00) 50 Dollars, to be paid One (1) year from date with interest thereon, from date at the rate of 8 per cent. per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid; then 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; said note further providing for an attorney's fee of Ten Per Cent. Exp. besides all costs and expenses of collection to be added to the amount due on said note, to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage; as in and by the said note, reference being thereunto had, as will more fully appear.)

The debt hereby secured is paid in full and the Lien of this instrument is satisfied and cancelled of record. This 23 day of Dec. 1950. J. J. McSwain, as Executor. By Dixon D. Sons, as Executor. Witness: E. Pelegar

SATISFIED AND CANCELLED OF RECORD 23 DAY OF December 1950 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11:15 O'CLOCK A. M. NO. 20480

NOW, KNOW ALL MEN, That I, the said Hattie Atkins in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. J. McSwain according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid by the said J. J. McSwain at and before the 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 J. J. McSwain

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me Dixon D. Sons who being duly sworn deposes and says that he saw the within named J. J. Atkins sign, seal and as his act and deed deliver the within mortgage and that he with Eugene Pelegar witnessed the execution thereof. SWORN to before me this 23 day of Dec. 1950. Eugene Pelegar. Notary Public for S. C. Filed for record 23 day of Dec. 1950 at 11:15 a. M. and recorded in Book 23 Page 20480

all the following tracts or parcels of land in said state and County, Highland Township, and more particularly described as follows:

Tract No. 1. Containing 34 acres, more or less, and bounded by lands of A. J. Farnham, Stenson & Howell, and tract No. 2. hereinafter described, and being the same tract of land conveyed to Homer Babb by B. A. Campbell, and to the said B. A. Campbell by D. J. Sudduth, and Others, see deed recorded in R. M. C. office for said State and County, Page 697, Vol. R. R. R. Also Vol 222, Page 623.

Tract No. 2. Containing 26 ½ acres, more or less, and bounded by tract No. 1 and lands of Clarence E. Sloan, the McKinney lands and Others, and being the same tract of land conveyed to Homer Babb by P. C. Sudduth and to the said P. C. Sudduth by D. J. Sudduth. See deed recorded in R. M. C. Office for said State and County in Vol. J. J. J. Page 547. See Vol. 23. Page 318.

Tract No. 3. Containing 24/100 of an acre, and adjoining tract No. 2, and situate on Rosin Creek, waters of Tiger River.

I hereby represent that the foregoing constitute all of the real estate of which Homer Babb died seized and possessed, and that I was, at the time of his death, his lawful wife, having subsequently married J. L. Atkins, and that I am the owner in fee of a one-third undivided interest in all of said lands, and this mortgage hereby given constitutes a first lien on said lands, and that the other two thirds thereof belong to my children that are also heirs of Homer Babb, deceased. I live upon said land and cultivate the same and employ the rents, issues, income and profits from the two-thirds undivided interest belonging to the children of the said Homer Babb for the purpose of assisting in supporting and educating them, but their income from said source is insufficient for said purpose, and I supplement the same from my income and from my labors.