

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. C. Payne,

SEND GREETING:

WHEREAS, I, J. C. Payne, the said J. C. Payne, in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to S. M. Jones,

in the full and just sum of Four Hundred and no 100 (\$400.00) Dollars, to be paid one (1) year after date, and 2 1/2

with interest thereon, from date 16th 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.

besides all costs and expenses of collection, to be added to the amount due on the said note, to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or 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.

NOW, KNOW ALL MEN, That I, J. C. Payne, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said S. M. Jones,

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to J. C. Payne, the said S. M. Jones, in hand well and truly paid by the said S. M. Jones,

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 S. M. Jones, his heirs and assigns forever.

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, on the Piedmont Road near Piedmont, S. C., and having the following metes and bounds, according to a Plat made by W. F. Lee, October 1923, to-wit: Beginning at an iron pin in the Piedmont Road and running thence S. 15 E. 25.00 to a stone in line of Jim Jenkins land; thence with his line N. 46 E. 13.50 to a stone; thence continuing with his line, N. 43 1/2 W. 15.00 to a stone; thence N. 46 E. 4.50 to a stone; thence N. 71.0 E. 0.75 to an iron pin; thence N. 5 1/4 W. 0.72 to iron pin in Piedmont Road; thence with said road S. 89.00 W. 13.43 to the beginning corner; and containing Twenty Eight (28) acres, more or less; and being the same land conveyed to me by Nannie J. Payne and J. H. Payne by their deed dated Aug. 21, 1929, and recorded in R. M. C. office for Greenville County in Vol. 162, at page 86.

The said Nannie J. Payne, J. H. Payne and J. C. Payne are sole heirs at law and distributees of John G. Payne, who died intestate on July 4, 1922, seized and possessed of the above described property.

This is a first mortgage over the above described lot of land and there are no other mortgages, liens or other encumbrances prior to this mortgage. But Nannie J. Payne receives the rents, issues and profits derived therefrom during her natural life.

Handwritten notes and signatures:
- "100.00" and "3 3/4" near the top right.
- "16th" near the date.
- "8" near the interest rate.
- "ten per cent" near the attorney's fee.
- "S. M. Jones" and "J. C. Payne" signatures.
- "B. J. Jones" and "B. J. Jones" signatures.
- "11828" and "4-5-30" near the bottom right.
- "NOV 20 1930" stamp.
- "GREENVILLE COUNTY S.C." stamp.