

MORTGAGE OF REAL ESTATE

State of South Carolina,
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

A. J. Tate

SEND GREETING:

Whereas, *A* the said *A. J. Tate*

in and by *a* certain *promissory* note in writing, of even date with

these presents, *am* well and truly indebted to *J. St. Payne*

in the full and just sum of *Thirty one hundred & no. 00* Dollars
to be paid *on or before January 2nd, 1926*

with interest thereon from *Date Paid May 1st*

at the rate of *7* 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 percent*

besides all cost and expenses of collection, to be added to the amount due on the said note and 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, will more fully appear.

NOW KNOW ALL MEN, That *A. J. Tate* in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *J. St. Payne*

according to the terms of said note, and also in consideration of the further sum

of Three Dollars, to *Five* the said *A. J. Tate* in hand well and truly paid by the said *J. St. Payne*

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. St. Payne*

All that certain piece, parcel or tract of land situate lying and being in the State and County aforesaid in Butler Township near Batesville on Branch waters of Rocky Creek, adjoining lands of A. B. Montgomery, Alex. Summons, Mrs. Botton, Sallie L. Butler and G. W. Jones, and having the following metes and bounds, to-wit: Beginning at a stone on the east side of a dry branch and running thence S. 55 E. 21.45 to stone 340 M; thence N. 66-50 E. 57.70 to stone 340 M, thence N. 39 E. 9.05 to stone 34, thence N. 67-50 E. 998 to stone 34, thence N. 27-50 N. 1150 to red Oak stump, thence N. 27-50 N. 1.21 to iron pin, thence S. 76-25 N. 10.00 iron pin, thence N. 36-25 N. 23 67 to iron pin, thence S. 18 13 N. 766 to iron pin, thence S. 1 1/2 N. 9.10 to Cedar thence S. 19 1/2 N. 12.07 to the beginning corner, and containing 71 Acres more or less except the grave yard. And being the same land conveyed to me this day by *J. St. Payne*.

This paper is given for the purchase money.