

MORTGAGE OF REAL ESTATE

THE R. L. BRYAN CO., COLUMBIA, S. C. 210824

The State of South Carolina,  
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Ed. B. Smith

SEND GREETING:

WHEREAS, I, the said Ed. B. Smith

in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to

The Peoples National Bank of Greenville, S.C., as Executor of the Estate of J. H. Ellison, deceased Eighty-seven Hundred and seventy-five (\$8,775.00)

Dollars, to be paid as follows: \$1,000.00 on January 1, 1937 and \$1,000.00 on the 1st day of January of each and every consecutive year thereafter until the full amount is paid,

with interest thereon from March 15, 1936 at the rate of 5% per cent. per annum, to be computed and paid semi-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; and in case said note, after 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 interest 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 attorney's 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 I, the said Ed. B. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Peoples National Bank of Greenville, S.C., as Executor of the Estate of J. H. Ellison, deceased according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Ed. B. Smith

in hand well and truly paid by the said The Peoples National Bank of Greenville, S.C., as Executor of the Estate of J. H. Ellison, deceased 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 The Peoples National Bank of Greenville, S.C., as Executor of the Estate of J. H. Ellison, deceased,

RECORDED IN BOOK # 11252

the following described property, to-wit: All that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, containing 25 acres, more or less on the Spartanburg Road, about 2 miles East of the Greenville County Court House, the said 25 acres, being composed of two tracts Nos. 7 and 8 according to plat dated August 15, 1911 and is described as follows:

Beginning on the south side of the Spartanburg Road corner of lot No. 6 (Green's land) thence with the Spartanburg Road N. 51 E. 504 feet to pin on Spartanburg Road at corner of D. R. E. L. & J. Company's land; thence S. 37-15 E. 1848 feet to a pin across the branch; thence S. 21 N. 303 feet and 6 inches to pin; thence S. 72-15 N. 291 feet to a corner, thence with Green's line N. 35-45 N. 1877 feet to the beginning corner on Spartanburg Road.

Excepting, however, those lots heretofore conveyed by C. Q. Nestle. Being the same property conveyed to me by the mortgagee herein by deed of even date the same not yet having been recorded.

This is a purchase money mortgage.

For Release to this mtg. See Deed Book 203 Page 81 deed to Mrs. Edward S. Reeves