

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. E. Whately
WHEREAS, I, J. E. Whately, the said J. E. Whately SEND GREETING:
in and by my certain promissory writing, of even date with
these presents am well and truly indebted to E. C. Ware, Committe for H. C. Ware
in the full and just sum of One thousand & no/100 Dollars
to be paid: one year after date

with interest thereon from date at the rate of seven
per cent. per annum, to be computed and paid annually
until paid in full; all interest not paid when due to bear interest at 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 the present

to be added to the amount due on said note and to be collectible as 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); and by the said reference being thereunto had, will more fully appear.
NOW KNOW ALL MEN, That the said Mortgagor, J. E. Whately, in consideration of the said debt and sum of money aforesaid, and the better securing the payment thereof to the said Mortgagee, E. C. Ware, according to the terms of the said note, and also in consideration of the further sum of three Dollars the said Mortgagor, J. E. Whately, in hand well and truly paid by the said Mortgagee, E. C. Ware, at and before the signing of these Presents, for receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee, E. C. Ware, and

Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or part of land situated, lying and being in Austin Township, Greenville County, S.C.

containing 10 1/2 acres, more or less, according to deed of J. Forrester to R. A. Whately, dated January, 26, 1901, recorded in Deed Book XX, page 447, R. M. C. Office for said Greenville county. Said land lies on the branch waters of Kiddie Creek, waters of Enoree River, about seven miles from Greenville Court House, bounded by lands now or formerly of Sallie Bramlett, A. R. Smith, J. E. Forrester Estate, and the b. + N. C. Railroad, and is described by metes and bounds as follows:

Beginning at a stake in a public road, and thence running N. 12-20 E. 9.50 chains to a stake in line of Jesse Locke and Jones McKinney land, thence still along said Locke and McKinney land, N. 13 E. 19.38 chains to a stone on line of land of Mrs. Sallie Forrester Bramlett, thence along the line of said Bramlett land S. 71 E. 41.26 crossing a branch, to a stone, corner of Bramlett land, thence along the line of A. R. Smith Estate land S. 13 N. 13.50 to a stone, thence N. 79 N. 12.02 to a stone, thence S. 35-40 N. 18.26 to a stake on line of Leopard property, thence still along line of Leopard property, N. 68.48 N. 22.73 to a stake in said road, beginning corner.

This is the same land conveyed to Jesse E. Whately, mortgagor herein, by Susan Whately Verdin, et al, September 8, 1934, by deed recorded in Deed Book 178, page 197, R. M. C. Office for Greenville county.

Greenville, S.C., March 25, 1938.
For value received I hereby acknowledge that William Goldsmith as Agent for United States Fidelity and Guaranty Co., is hereby assigned the within mortgage, to protect the said companies as sureties on my bond in the Estate of H. C. Ware, so that there is joint control of this said mortgage by the said bonding companies and by E. C. Ware, Committe.

Witness
H. K. Jones
Myrtle Glenn
E. C. Ware, Committe
for H. C. Ware
Recorded March 25th, 1938 at 12:52 P. M. #3885

Witness
J. A. [unclear]

paid in Mar 11
Ware, Committe
United States Fidelity & Guaranty Co.
attorney in fact
354