

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

42162 PROVENGE-HARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Albert N. Smith

SEND GREETINGS:

Whereas, I the said Albert N. Smith  
in and by a certain promissory note in writing, of even date with these presents, \$700  
well and truly indebted to Oscar Cox

in the full and just sum of Seven Hundred Dollars

(\$ 700) Dollars, to be paid in full  
in monthly installments of Ten Dollars, first payment due September 1st, 1939, and Ten Dollars  
on the 1st of each succeeding month thereafter until paid in full. The mortgagor has the right  
to pay the full amount at any time before due date.

with interest thereon from date at the rate of 6 per centum per annum, to be computed and paid  
semi-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, 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 its 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 interests 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 attorneys' 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 Albert N. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Oscar Cox

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

the said Albert N. Smith

in hand well and truly paid by the said Oscar Cox

at and before 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

Oscar Cox:

All that piece, parcel and tract of land, situated, lying and being in Saluda Township, State and County aforesaid, known as a part of the land conveyed to J. A. Cox by Mrs. Sallie R. Goodwin and adjoining lands of J. A. Cox and J. D. Cox; Beginning in the center of the Marietta Road on J. D. Cox's line and running thence with said road, S. 41 1/2 W. 7.30 chains to an iron pin; thence N. 49 W. 530 to a Sycamore Tree, X-3NM; thence N. 16 W. 550 to W. O. X-3NM; thence N. 17 E. 430 to an iron pin; thence N. 50 W. 480 to poplar, X-3NM; thence N. 24 W. 475 to a small dogwood, X-3NM; thence N. 7 W. 460 to a Hickory X on old line; thence S. 72 1/2 E. 315 to a P. O. Tree X-3)m; thence S. 38 E. 1330 to a stone Om; thence S. 26 1/2 E. 935 to the beginning corner and containing 14-3/4 acres more or less. This being the same land conveyed to me Aug. 1st, 1939 by Oscar (Osker) Cox.

ALSO:

All that piece, parcel and tract of land, situated, lying and being in Saluda Township, State and County aforesaid and being described as follows: Beginning at a Sycamore on line of tract #2 and running thence with the line of tract # 2 N. 54-15 W. 387 feet to a stake; thence N. 58-45 E. 250 feet to a white oak; thence S. 16 E. 363 feet to the beginning corner and containing one acre, more or less and being the same tract as conveyed to me, the said Albert N. Smith, Aug. 1st, 1939, by Oscar (Osker) Cox.

This mortgage is given secure the payment of the balance of the purchase price on the within described tracts of land.

*November 14, 1939*  
I, hereby assign and transfer the within  
Note and Mortgage to Bank of Green, Green, S. C.  
Oscar Cox

*Ansel Alewine*  
*J. S. McElinow*

*#14556*  
*Assignment Recorded Nov. 15, 1939 at 9:00 A.M.*