

THE STATE OF SOUTH CAROLINA, }

COUNTY of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, William M. Brockman and Annice J. Brockman, of said County and State,

SEND GREETINGS:

WHEREAS, we, the mortgagor, hereinabove named

promissory

in and by our certain joint and several note in writing, of even date with these presents are well and truly

indebted to Miss Jessie M. Markley

the mortgagee hereinafter named

Four thousand dollars (\$4,000.00)

in the full and just sum of DOLLARS, to be paid in installments of not less than five hundred dollars each on the fifth day of November in each year, beginning with the year 1920, until paid in full;

with interest thereon from this date at the rate of eight 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 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 of indebtedness thereon

besides all costs and expenses of collection, to be added to the amount due on said note 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 or if any part of the money due on said note be not paid when due (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 We, the said mortgagor,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee hereinabove named according to the terms of the said

note, and also in consideration of the further sum of Three Dollars, to us the said mortgagor,

in hand well and truly paid by the said mortgagee

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 Jessie M. Markley and her heirs and assigns all those two certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina and County of Greenville, in Austin Township, on Gray's Branch of Gilder's Creek of Enoree River, about two and a half miles from Simpsonville, on the road leading from Simpsonville to Pelham, described respectively as follows:

First: That tract containing ninety-six and three-quarters (96-3/4) acres, more or less, conveyed by B.P. Holland to John L. Brockman by deed bearing date November 23rd, 1895, and recorded in the office of the Register of Mesne Conveyances for said County and State on November 25th, 1895, in Deed Book "BBB", at page 530.

Second: That tract containing ninety-five (95) acres, more or less, conveyed by Julius C. Smith to the said John L. Brockman by deed bearing date December 23rd, 1896, and recorded in said office on January 16th, 1897 in Deed Book "CCC", at page 556.

The said tracts of land are fully described in the above mentioned deeds by metes and bounds, and the descriptions of the same, as therein set forth are hereby adopted as parts of these presents, to the same extent as though said descriptions were fully set forth herein. Said two tracts adjoin each other, constituting one tract, and are collectively bounded on the north by lands of Mrs. Maggie T. Brockman and Wickliffe, Austin; on the east by Morgan Todd; on the south by Chas. Hahn, and on the west by Townes Holland.

The said John L. Brockman died seized and possessed of said lands in fee simple on or about the ninth day of January, 1919, leaving of full force and effect his last will and testament, duly admitted to probate by the Probate Court for said County, by which he provided that the income from his lands was to be divided among his widow, Mrs. Maggie T. Brockman, and his two sons, the said Wm. M. Brockman and J.E. Brockman, until the death of the said Maggie T. Brockman, after which all his property should go to his said two sons. The said J.E. Brockman died on or about the seventeenth day of February 1919, intestate, leaving as his sole heirs at law and distributees his widow, the said Annice J. Brockman, and two children, Thomas L. Brockman and Henry W. Brockman, both of whom are now minors.

The said Maggie T. Brockman has conveyed to the said Wm.M. Brockman and Annice J. Brockman all her interest in the two tracts of land hereinabove described, by her deed dated March - 1920, and the said William M. Brockman and Annice J. Brockman are now the absolute owners of said two tracts of land, except for the undivided interests of said two minor children therein, and except for a prior mortgage to the said Jessie M. Markley, recorded in said office in Mortgage Book 44, at page 53, which mortgage is to be paid from the proceeds of the present loan.

The said William M. Brockman, who is the sole surviving executor of the will of the said John L. Brockman, is thoroughly familiar with the condition of the estate of the said John L. Brockman, and with the claims against said estate; said claims do not exceed seven hundred dollars at the outside. Said William M. Brockman, as such executor, has now in his possession rent cotton from the year 1919 worth approximately sixteen hundred and fifty dollars, applicable to said debts.