

THE STATE OF SOUTH CAROLINA, }
COUNTY of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Howard Caldwell, of said County and State

WHEREAS, I, the mortgagor hereinabove named

in and by my certain promissory note in writing, of even date with these presents, and truly indebted to the mortgagee hereinafter named Mrs. M. Eva Guntharp

One thousand two hundred and fifty in the full and just sum of DOLLARS,

to be paid one year after date (it being agreed that I may anticipate payment at any time by arranging another loan satisfactory to said mortgagee)

with interest thereon from this date at the rate of eight 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 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 amount due hereon

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 I, 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 me 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 M. Eva Guntharp, All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, in Austin Township, about twelve miles from the City of Greenville, on the south-west side of the road from Greenville to Woodruff and on the north-west side of the road which leads from that road to Simpsonville, being known and designated as tract No. 4 on the plat of the J.M. Kilgore place made by R.E. Dalton, dated September 1919 and recorded in the office of the Register of Mesne Conveyances for said County and State in Plat Book "E", at page 189, and having, according to said plat, the following metes and bounds, to-wit: Beginning at a stake in the center of the road from Greenville to Woodruff at the point of intersection of the road to Simpsonville and running thence along the first mentioned road N. 39° 09' W. two hundred and twenty-nine (229) feet to a stake in the center of said road on the east corner of Pilgrim Church property; thence along said Church line S. 81° W. one thousand forty (1040) feet to four water oaks; thence along said Church line N. 20° 20' W. two hundred fifty-one (251) feet to a stake on line of tract No. 3 on said plat; thence along line of last mentioned tract S. 46° 15' W. fourteen hundred and six (1406) feet to a water oak on Gilders Creek of Enoree River; thence down said Creek, following the meanders thereof as the line, to the bridge by which the road to Simpsonville crosses said creek; thence along the last mentioned road to the beginning corner by the following courses and distances: N. 7° 40' E. seventy-five (75) ft. to a bend in said road; thence N. 58° E. three hundred thirty-three (333) feet to a bend in said road; thence N. 63° 10' E. five hundred (500) feet to a bend in said road; thence N. 62° E. eleven hundred (1100) feet to the beginning corner, containing twenty and one-half (20½) acres, more or less. This is a portion of the land conveyed to me, the said Howard Caldwell by J.M. Kilgore and Mrs. Mary M. Kilgore by deed dated October 25, 1919, and recorded in the office of the Register of Mesne Conveyances for said County and State in Deed Book 54, at page 332. There is no other lien or encumbrance on said land or any part thereof by deed, mortgage or otherwise.

For assignment of this mortgage, see mtg. book 42 at page 288.

SEND GREETINGS
Mortgage Released by Sale Under
Foreclosure 23 day of
A.D. 1949
Not E-12, 162
E. M. GUNTHARP