

THE STATE OF SOUTH CAROLINA, }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF GREENVILLE.

I, *W. M. Byars*

SEND GREETING:

WHEREAS, I, the said *W. M. Byars*

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

*The Simmons Realty Co.* in the full and just sum of *Two Thousand, five hundred & forty-one*

Dollars, to be paid *Dec. 31st 1924* with the privileges to anticipate payment at any time

with interest thereon from *date made* at the rate of *8* per cent. per annum, to be computed and paid

until paid in full an 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 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 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 *W. M. Byars*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *Simmons Realty Co.*

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to *me*, the said *W. M. Byars* in hand, well and truly paid by the said *Simmons Realty Co.*

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 *Simmons Realty Co.*

*All that certain piece, parcel or lot of land, situated about five miles south east of the city of Greenville, in County and State aforesaid, in Butler Township, on the south side of Scuffletown road, being a part of tract number 2, of the lands of J. A. Green, said tract being surveyed and platted for this transfer by W. S. Baldwin, surveyor, Sept 24th. 1923. Beginning at an iron pin on Scuffletown road, at corner of tract No. 1; thence along said road S. 87 1/2 E. 10.75 to a cedar; thence S. 74 1/2 E. 12.20 to a red oak; thence S. 12 W. 3.56 to a stone; thence S. 16 W. 7.20 to a Spanish Oak; thence S. 19 1/2 W. 2.82 to a red oak; thence S. 32 3/4 W. 3.92 to a stone; thence S. 10 3/4 W. 7.35 to an iron pin; thence N. 52 1/2 W. 13.68 to an iron pin on a settlement road; thence N. 16 E. 16.60 along and with said road, to an iron pin on Scuffletown road, the beginning corner. Containing 24 9/100 Acres, more or less. This mortgage is to secure purchase money.*

*This Mortgage is full paid by W. M. Byars to Simmons Realty Co. Dec 31st 1924*