

THE STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. H. H. Smith

SEND GREETINGS:

WHEREAS, *J*, the mortgagor, hereinabove named,

in and by *my* certain *Promissory* note in writing, of even date with these presents, *am* well and truly indebted to *S. A. Smith* the mortgagee, hereinafter named.

...in the full and just sum of *Six Hundred (600.00)* DOLLARS, to be paid.

On or before February 16, 1933

with interest thereon from *February 16, 1932* at the rate of *six* 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 the whole amount due 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 and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That *J. H. H. Smith* 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, *S. A. Smith* hereinabove named, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to *S. A. Smith* the said mortgagee, in hand well and truly paid by the said mortgagor.

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 *S. A. Smith*

FILED AND CANCELLED IN THE OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, OCTOBER 5, 1938. # 3960

All that certain piece, parcel and tract of land situate, lying and being in Butler Township, County of Greenville, State of South Carolina, containing 38.58 acres, more or less, and having the following metes and bounds and courses and distances, as shown by a survey and plat of the estate of W.R. Smith, made by W.G. Riddle, to-wit:
Beginning at a point at the north west corner of said tract and in or near branch and in line of land of S.A. Smith and running thence along the line of the Smith land S. 8 W. 159 feet to a stake; thence along the line of land of M.D. Smith S. 15.30 E. 1438 feet to a stake; thence along the line of land of Ethel Duncan N. 60.15 E. 900 feet to a stake; thence continuing along the line of the Ethel Duncan land N. 9 W. 1216 feet to stone in or near branch; thence S. 71 W. 114 feet to a point in branch; thence S. 60 W. 222 feet to a point in or near branch; thence S. 69 W. 110 feet to a point in or near branch; thence N 84.30 W. 424 feet to a point in or near branch; thence N. 74 W. 138 feet to the point of beginning, and being bounded by lands of S.A. Smith, M.D. Smith and Ethel Duncan, and being the same land inherited by me and by my brothers and sisters, S.A. Smith, M.D. Smith, E.W. Smith, H.W. Smith, May Smith Vaughn and Ethel Smith Duncan through our late father, W.R. Smith, the interest of my brothers and sisters having been conveyed to me by them by deed dated February 16, 1932, and not yet recorded.