

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

R. G. Ballenger,

SEND GREETING:

WHEREAS, *I*, the said *R. G. Ballenger*

in and by *my* certain *promissory* note in *writing*, of even date with these presents *am* well and truly indebted to *Frank H. Earle*

in the full and just sum of *Two Thousand (\$2,000.00)* Dollars, to be paid: *one year after date*

ALL DEBT HEREBY SECURED IS PAID IN FULL AND THE LIEN OF THIS INSTRUMENT IS SATISFIED THIS *13th* day of *March* 19*36*.

with interest thereon from *March 13th 1936* at the rate of *eight* per cent. per annum, to be computed and paid *quarterly* 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, 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 *eight per cent. of amount due*, besides all costs and expenses of collection, to be added to the amount due on said note and 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 legal proceedings of any kind (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 the said Mortgagor..... in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee..... according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor..... in hand well and truly paid by the said Mortgagee..... at the time of the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed unto the said Mortgagee....., and *his* Heirs and Assigns, forever, all and singular their certain piece, parcel, lot or tract of land situate, lying and being in *Saluda Town-*ship, *Greenville* County, State aforesaid,

containing about *seven hundred thirty-five (735) acres*, more or less, lying on the North Saluda River, about twenty-five miles north of Greenville Court House, and on the east side of the North Fork of Saluda River;

Beginning on North Fork of Saluda River at the mouth of Hyde Creek, and running thence with the meanderings of said creek S. 68 E. 6.50 chains to mouth of Spring branch; thence up said branch S. 10 W. 22.150 chains to a S. S. at spring; thence S. 41 E. 35.50 to a chestnut oak; thence S. 44 E. 37.50 to a stone; thence N. 85 E. 28.50 to a stone; thence S. 5 E. 6.50 to a pine; thence N. 83 E. 16.8 to a red oak; thence N. 36 E. 19.50 to a stake; thence N. 7 E. 61 to a black oak; thence N. 47 W. 14.10 to a chestnut oak; thence N. 59 W. 47.20 to a sourwood; thence N. 70 W. 4.50 to a lynn; thence N. 49 W. 5.50 to Saluda River; thence with the meanderings of the river to the beginning corner, being Tract no. 2, according to a plat of Hodges land recorded in Plat Book "K", Pages 372 and 373, and containing 755 acres, more or less, being the same land conveyed to B. G. Barton by Precia K. Barton deed dated December 9, 1924, recorded in Deed Book 105, page 41."

This is the same tract conveyed to me, R. G. Ballenger, by C. Luman, master, by deed dated June 10, 1931, under the decree in the case of Frank H. Earle against Precia K. Barton, et al, less, however, twenty-one and fourteen one-hundredths (21.14) acres, which I have conveyed to H. K. Guest, according to survey and plat of W. A. Hester, dated June 3, 1931, and also included the tract conveyed by Gurlly Howard, et al, to R. G. Ballenger.

From the original tract of seven hundred fifty-five acres was conveyed by B. G. Barton to Lou Emma Howard one hundred acres, by deed recorded in Deed Book 107, page 211, but by subsequent conveyance Lou