

## THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

*J. W. M. Childs*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

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

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

*Alexander Finlay*in the full and just sum of Eighteen Hundred Thirty<sup>3</sup> \$1,830.00

Dollars, to be paid Two years after date

Oct 1<sup>st</sup> 18<sup>33</sup> at the rate of 3% per annum.

with interest thereon from date of the above note, computed and paid Semimonthly, at the rate of 3% per annum.

until paid in full all 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 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 interest to place, and the holder should place, the said note or this mortgage in the hands of an attorney for 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. Childs* in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *Alexander Finlay*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. Childs* in hand well and truly paid by the said *Alexander Finlay*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 *Alexander Finlay*.

All that certain tract of land situated in Bates Township, County and State aforesaid, containing thirty-four acres, more or less, lying on both sides of the White Horse Road, and adjoining lands of Alex. McCauley, J. S. Birmingham and others, and being the same tract of land wherein Mrs. Tommie E. McKinney lived at the time of her death, less, however, one-fourth of an acre, more or less, conveyed by me to School District 12-S. in Greenville County, and being the land conveyed to me by deed recorded in Volume 40, at Page 186.