

THE STATE OF SOUTH CAROLINA, }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

County of Greenville.

I Philip N. Martin

SEND GREETING:

WHEREAS, I, Philip N. Martin, the said Philip N. Martin, in and by my certain Promissory note in writing, of even date with these presents, well and truly indebted to

J. J. McSwain

in the full and just sum of Eight hundred and no/100 Dollars (800.00) Dollars, to be paid November 1st, 1927

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

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; said note further providing for an attorney's fee of

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 (all of which is secured under this mortgage; as in and by the said note, reference being thereunto had, as will more fully appear.)

NOW, KNOW ALL MEN, That I, Philip N. Martin, the said Philip N. Martin, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. J. McSwain

according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me, Philip N. Martin

in hand well and truly paid by the said J. J. McSwain

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 J. J. McSwain

All that certain Piece, Parcel or lot of land in O'Neal Township Greenville County, State of South Carolina, containing 80 acres more or less, adjoining lands now or formerly belonging to Lindsay Collins, Charles Ballinger, Cleo Bull and others on Beavertdam Creek of South Tyger River, and being the same tract of land conveyed to Wilmot Smith by E. S. Will by deed dated Oct. 27th, 1925 and recorded in R. M. C. Office for Greenville County in Vol. 107, Page 263, and conveyed to me by Wilmot Smith by deed dated Nov. 6th, 1925 and recorded in R. M. C. Office for Greenville County in Vol. 98 at Page 455.

Subject to a first mortgage of \$3,000 executed by Braker Bishop to Tolar Lee Greene, May 22nd, 1920, and recorded in R. M. C. Office for Greenville County, Vol. 85, Page 184