MORTGAGE OF REAL ESTATE

Form 2.

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 50108

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, E. R. Taylor

SEND GREETING:

WHEREAS, I, the said E. R. Taylor

in and by my certain promissory note in writing, of even date with these presents, dated Jan 1, 1940 well and truly indebted to J. J. McSwain

in the full and just sum of Two Thousand Dollars ($2,000)

Dollars, to be paid Five Hundred Dollars ($500.00) September 1, 1936 with interest then due, and the balance of Fifteen Hundred Dollars ($1500.00), being the remainder of the principal after deducting said Five Hundred Dollars ($500.00) shall be paid in ten (10) years from date, with the right to anticipate and pay at any time any part of said principal at any time, with interest thereon from date at the rate of 8% per cent. per annum, to be computed and paid annually on September 1st of each year

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 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 E. R. Taylor

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 the said note, and also in consideration of the further sum of Three Dollars to me, the said E. R. Taylor 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, of

All those two (2) tracts or parcels of land in said County and State near the City of Greer, and known and designated as Tracts No. 1 and No. 2 of subdivision of the J. F. Vaughn estate according to a plat made by H. D. Bockman, surveyor, on October 29, 1929.

Tracts No. 1 contains 9.71 acres and Tract No. 2 contains 26.69 acres, aggregating a total of 36.40 acres and for a description of the metes and bounds of said tracts of land reference is hereby craved to the deed conveying said land to J. J. McSwain by E. Inman, Master, recorded in the R. M. C. Office for said County and State in Vol. 149 at Page 330.

The foregoing two parcels of land aggregating 36.40 acres, are the same tract this day conveyed to me by the said J. J. McSwain, and this mortgage is given to secure the entire purchase price of said parcels of land, and for that reason it is mutually understood and agreed that this constitutes in law and in fact a purchase money mortgage.

Satisfied and Cancelled this 20th day of Jan. 1940. J. J. McSwain

Witness: Mrs. Ollie A. McSwain

Filed for Record in the R. M. C. Office for Greenville County, S. C. at 10:55 A.M. #15951.