

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. M. Fortner, as executor and trustee under the will of Ava L. Fortner, deceased, and individually

SEND GREETING:

WHEREAS, I, the said J. M. Fortner, executor, trustee and individually in and by my certain note in writing, of even date with these presents, am well and truly indebted to

H. K. Townes as attorney in the full and just sum of Thirty five thousand and no Dollars, to be paid One year after date

with interest thereon, from date at the rate of eight per cent. per annum, to be computed and paid semi-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 ten per cent of the amount 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 the said J. M. Fortner as executor, trustee and individually in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. K. Townes as attorney

according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me the said mortgagee in hand well and truly paid by the said mortgagee

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 H. K. Townes, as attorney (mortgagee), his heirs and assigns and successors:

All that tract of land about 18 miles west of Greenville Court house and about 3 miles west of Cleveland, S.C. on waters of South Saluda River, containing 60 acres, more or less, bounded by lands of Bayler Blythe, James Williams, John E. Nagrod, and more particularly described in the deed to Ava L. Fortner by Andrew Swan dated July 30, 1912, and recorded in the R. M. C. Office for Greenville County S.C., Deed Book 23, page 150. Also all that tract or lot of land in Greenville Township, Greenville County, South Carolina, near City of Greenville, having the following metes and bounds:

Beginning at the northeast corner of M. C. Bee Boulevard and Poplar Street and running thence with Poplar Street N. 40-49 W. 479.8 feet to a pin on Poplar Street; thence N. 48-15 E. 179 feet; thence S. 40-49 E. 65 feet; thence N. 58-35 E. 203.5 feet; thence S. 40-49 E. 496.1 E. 203.5 feet; thence S. 40-49 E. 496.1 feet to M. C. Bee Boulevard; thence with M. C. Bee Boulevard S. 64-35 W. 395.1 feet to the beginning corner, except a lot conveyed by me to A. J. Fortner by deed recorded in Vol. 70, page 566 in said R. M. C. Office and being all of the land conveyed to me as executor and trustee under the will of Ava L. Fortner, deceased, by deed from H. K. Townes and F. J. Dargan recorded in Deed Book 53, page 90 and by deed from E. Luman Master recorded in Deed Book 67, page 30, and by deed from Mallie Fortner recorded in Deed Book 70, page 204, R. M. C. Office for said Greenville County, South Carolina.

This mortgage is given by virtue of the authority in the will of Ava L. Fortner, deceased, dated February 19, 1916, on file in Probate Office, Greenville County in Apartment 134, file No. 2, the proceeds of this loan to be used to pay the note and mortgage given to H. K. Townes, attorney, dated March 13, 1922, and recorded in Mortgage Book 107, Page 295, in said R. M. C. Office