

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 60638

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

WHEREAS, *we* the said *J. L. Locke, J. W. Locke, and J. D. Locke*
in and by *our* certain *promissory* note in writing, of
even date with these presents, *are* well and truly indebted to

Peoples National Bank, Greenville
in the full and just sum of *Forty Five Hundred*
Dollars, to be paid *One year from date*

with interest thereon, from *date until paid* at the rate of *seven* per cent per annum
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 *ten per cent of the*
amount due 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 *we* the said *J. L. Locke, J. W. Locke and J. D. Locke*
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 *us*, the said

mortgagors 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 *Peoples National Bank, Greenville, its*

successors and assigns: All that certain tract of land in Butler Township, County of Greenville, State of South Carolina, and being known and designated as the greater part of Tract No 6, as shown by the partition of the Estate of Mrs. Keniak Miller, Dec'd, made by Commissioners in Partition June 17, 1921, in accordance with a Sub-division and plat of said property, made by C. M. Furman, Jr. in August 1919. said plat being recorded in the R. M. C. Office for the County and State aforesaid in Plat Book "E," at page 160, and more particularly described as follows: Beginning in Simpsonville road near an oak, which point of beginning is in the line of tract 5 thence along said road S. 70.31 E. 10.96; thence along said road S. 72.30 E. 8.71; thence N. 84.25 E. 12.00 to a stone; thence N. 19.43 W. 60.50 to stone; thence N. 20.15 W. 4.75 to stone; thence S. 87.45 W. 11.94 to stone; thence S. 13.30 E. 2.50 to pipe at corner of Tract No 4; thence along the line of Tract No 4 S. 3.45 E. 11.42 to pipe at corner of Tract No 5; thence along the line of Tract No 5, S 3.45 E 43.22 to the beginning corner, and containing 128.20 acres, more or less, and being the tract of land allotted to Mrs. Virginia M. Price by the return of Commission in partition of the estate of Mrs. Keniak Miller, Dec'd as shown by the return of the commission confirmed by the Order of the Court signed by the Hon. J. J. Mauldin, Judge of the thirteenth circuit, at Chambers, at Greenville S.C. on October 3, 1924. Also all that other tract of land adjoining above, Beginning at stone north side of Batesville road and running thence along said road S 76 1/2 E 5.00 to iron pin; thence S 85 3/4 E 9.50 to iron pin; thence N 88 E 6.89 to stone in cross roads; thence with the Walker road N 15.00 E. 13.32 to stone; thence N 1 E 3.77 to iron pin; thence N 60 W 2.50 to stone; thence N 6 W. 1.50 to center of bridge on Rocky Creek; thence up said creek 18.35 to poplar, Miller's corner; thence S 20 E 19.95 to stone; thence S 83 W 11.25 to beginning containing 31 acres, more or less, and being the G. S. Handy land, and later the J. Winfield Smith Sr., and Jr. land.

Greenville, S.C. Dec 27/1928. For value received the within mortgage and the note which it secured is hereby transferred to the Estate of D. O. Davingport without recourse on me. The Peoples National Bank of Greenville, S.C. J. S. Davis, Cashier

*W. B. Perry
Notary*

July 1936

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