

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 68663

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, S.E. Smith, Fountain Inn, S.C., the said S.E. Smith, Fountain Inn, S.C. in and by a certain premissary I am well and truly indebted to The South Carolina Savings Bank, Receiver for The Peoples Bank and The bank of Fountain Inn S.C. in the full and just sum of Fifty Six Hundred Sixty Three & 16/100 Dollars, to be paid January 1st, 1930

with interest thereon, from date of notes held by the two banks 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, S.E. Smith, Ft. Inn, S.C. in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said S.C. Savings Bank, Receiver according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said S.E. Smith in hand well and truly paid by the said South Carolina Savings Bank, Receiver

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 South Carolina Savings Bank, Receiver. All that certain piece, parcel or tract of land being and lying in the State and County aforesaid, containing 195 acres, more or less and known as my home place, about three miles West from Fountain Inn, S.C., and bounded by lands of W.S. Peden, F.S. Peden and C.A. Parsen.

It is agreed and understood that this is the 3rd. mortgage on the above described lands; The 1st. Carolina Joint Stock Land Bank, Columbia, S.C. holds 1st. mortgage for \$8000.00. The Peoples Agri. Credit Corp. Fountain Inn, S.C., holds 2nd. mortgage for \$750.00. It is also agreed and understood that this is given this obligation, it is given to better secure the following notes given to The Peoples Bank and The Bank of Fountain Inn, S.C., now held by the Receiver for both banks and that each bank shall be of equal rank in proportion to the amount due each one.

The Peoples Bank. Note for	\$625.12
" " "	1335.00
Bank of Fountain Inn.	
Note for	\$2950.84
" "	752.50

In giving this obligation it is specifically understood and agreed that the endersers and joint makers are not in any manner released on the notes above mentioned or listed, nor has any of the said parties the right to claim any portion of this collateral to secure themselves, it being the intention of myself in giving this obligation to better secure my own name wherever it may appear on these papers, and the mortgagee shall still have the same rights which it now has against all of the other parties on the several notes.

Handwritten notes:
- "I am in the case of the Bank, and other..."
- "The South Carolina Savings Bank, Receiver for The Peoples Bank and The bank of Fountain Inn S.C."
- "Fifty Six Hundred Sixty Three & 16/100"
- "January 1st, 1930"
- "date of notes held by the two banks"
- "8 per cent. per annum"
- "annually"
- "S.E. Smith, Ft. Inn, S.C."
- "S.C. Savings Bank, Receiver"
- "me"
- "S.E. Smith"
- "South Carolina Savings Bank, Receiver"
- "1930"
- "569"
- "11/12/29"
- "12th month"
- "all consolidated in judgment of the court in the case of the Bank, and other..."
- "S.E. Smith, at al, Receiver of the Peoples Bank and the Bank of Fountain Inn S.C."
- "The Peoples Bank, Note for \$625.12"
- "Bank of Fountain Inn, Note for \$2950.84"
- "The Peoples Bank, Note for \$1335.00"
- "1930"
- "569"
- "11/12/29"
- "12th month"