Vol. 217.

MORTGAGE OF REAL ESTATE

Form 1.

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 65663

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I Alice F. Smith SEND GREETING:

WHEREAS, I, the said Alice F. Smith in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to J. M. Fortner in the full and just sum of Seven hundred Twelve Dollars, to be paid in the future 1937 on July 10th Greenville Luther Fortner with interest thereon, from date Luther Fortner at the rate of 8 per cent. per annum to be computed and paid annually 5 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 not 15% not 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 Alice F. Smith in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said not J. M. Fortner according to the terms of the said note, and also in consideration of the further sum of Three Dollars to Alice F. Smith, the said not Mrs. Alice Farnsworth in hand well and truly paid by the said not J. M. Fortner 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. M. Fortner

all that certain piece parcel or lot of land in the Fortner Township, Greenville County aforesaid, in Greenville County, known and designated as lots No. 26 and 39 of the subdivision of a piece of property according to a plat of record in the R. M. C. Office for Greenville County in Plat Book F at page 73 said lots having the following metes and bounds, to wit

Lot No. 26 begins on the south side Goodrich Street at the corner of lot no 27, thence S. 38-10 W. 196 feet to the corner of Lot no 27 and the right of way of the S & N side track; thence northeasterly with the S & N right of way 68 feet, thence on a northeasterly direction approximately 16 feet to Goodrich Street, thence with Goodrich Street S. 77-25 E. 68.3 feet to the point of beginning

Lot no. 39 begins on the said S & N right of way at the corner of Lot no. 40 and running thence N. 12-35 E. 104.2 feet to the Duncan car line right of way; thence along said right of way S. 78-10 E. 50 feet to the corner of lot No. 38; thence S. 12-35 W. 130 feet to Goodrich Street; thence with Goodrich Street N. 77-25 W. 18.6 feet to the said S & N right of way; thence with the said right of way 40.3 feet to the point beginning

This is a part of the same lands deeded to me by J. M. Fortner, individually and as Executor and trustee for Ana L. Fortner and Mollie Ray Fortner by there deed of even date herewith

Not valid unless recorded and witnesses signature

and tiller in this note

1930 at 3:27 P.M. #2105

Recorded Sept 12th

all my rights Sept 10 1938 J. M. Fortner

transferred J. M. Fortner

Assignment