

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA, }
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mr. J. C. Bailey and Mattie Lee Bailey of Greenville County, South Carolina

SEND GREETING:

WHEREAS, *we*, the said *J. C. Bailey and Mattie Lee Bailey* in and by *our* certain *Commissionary* note... in writing, of even date with these presents, *are* well and truly indebted to...

H. K. Townes, Attorney in the full and just sum of *Two hundred Twenty-Five (\$225.00)* Dollars, to be paid *Two years after date*

with interest thereon, from *Satisfied date 9/4/33* at the rate of *eight* 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...

Twenty-five (\$25.00) Dollars besides all costs and expenses of collection, to be added to the amount due on the 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); and by the said note... reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That *we* the said *J. C. Bailey and Mattie Lee Bailey* 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, Attorney according to the terms of the said note... and also in consideration of the further sum of *Three Dollars, to \$98.00* us, the said...

J. C. Bailey and Mattie Lee Bailey in hand well and truly paid by the said...

H. K. Townes, Attorney 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, Attorney, his heirs and assigns,*

All that certain lot, parcel or tract of land, situate, lying and being in the County and State aforesaid, about six miles from Greenville Court House, on the White Horse Road, containing eight + 40/100 (8.40) acres, more or less, and known as Tract No. 3 on plat of property of Charles P. Rogers Estate, survey and plat made by W. J. Riddle, Surveyor, January 11, 1923 and having the following courses and distances, to-wit: Beginning at a stake on the White Horse Road, corner of Tract No. 2, and running thence with line of said tract S. 61 W. 12.00 to a stake; thence S. 4-30 W. 4.76 to stake thence N. 76-45 E. 10.20 to a stake; thence N. 52-45 E. 6.10 to stone in White Horse Road; thence with said road N. 35 W. 6.00 chains to the beginning corner, being the same land conveyed to J. C. Bailey and Mattie Lee Bailey August 6, 1931, by C. A. Rogers, by deed recorded in the R. M. C. Office for Greenville County in Deed Book 163, at Page 39.

In Postponement to this mortgage, see Deed Book 246, Page 304.

*SAITHEE AND CHASED
OCT 11 1933
GREENVILLE COUNTY S.C.
O'CLOCK*