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Vol. 265 **Form 2**

MORTGAGE OF REAL ESTATE

37017 PROVENCE—JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO WHOM ALL THESE PRESENTS MAY CONCERN:

J. A. Cureton SEND GREETINGS:

Whereas, I the said J. A. Cureton

in and by my certain promissory note in writing, of even date with these presents, am

well and truly indebted to W. A. Smith

in the full and just sum of Seventy-four ($ 74.00) Dollars, to be paid

One year after date

Nov. 5, 1942 Paid in full Mortgage W. A. Smith

with interest thereon from date at the rate of 7 per centum per annum, to be computed and paid

annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that I, the said J. A. Cureton, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. A. Smith

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me

the said J. A. Cureton

in hand well and truly paid by the said W. A. Smith

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said

Witness Oscar Smith Shell

Filed for record the 7 day of Nov. 1942 at 1:42 P.M. Ollie Fant R. M. C. for Greenville Co. S. C.

W. A. Smith,

All that piece, parcel or tract of land situate, lying and being in Austin Township County and State aforesaid, and more fully described as follows:

Beginning at an iron pin on line of C. G. Gunter's land and running thence along said line N. 59-07 E. 999 feet to a stone; thence N. 31-22 W. 760 feet to a stone; thence S. 59 W. 1481 feet to a stake; thence S. 77 E. 613 feet to a poplar; thence S. 37 E. 343 feet to the beginning corner and containing 20.10 acres more or less. Being the same property conveyed to me by Oscar Cureton and S. A. Cureton by deed dated Nov. 24, 1936, the same not yet having been recorded.