

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, John Henry Smith

SEND GREETING:

Whereas, I the said John Henry Smith

in and by my certain promissory

note in writing, of even date with these presents, am well and truly indebted to Mrs. Lila E. Earle, Executrix,

in the full and just sum of Six Hundred & no/100 (\$600.00) Dollars to be paid one year after date

with interest thereon from date at the rate of seven 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 ten per cent of the amount besides all cost and expenses of collection, to be added to the amount due on the said note and 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, will more fully appear.

NOW KNOW ALL MEN, That I the said John Henry Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mrs. Lila E. Earle, Executrix

according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me the said John Henry Smith in hand well and truly paid by the said Mrs. Lila E. Earle, Executrix

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 Mrs. Lila E. Earle, Executrix, her heirs and assigns,

All those pieces, parcels or lots of land in Paris Mountain Township, Greenville County, South Carolina, containing fifty-five and one-half acre (55½) more or less, bounded by the lands of Ward, Judson Lipscomb Estate, ~~\_\_\_\_\_~~ and others, about seven miles northwest of Greenville Court House, more fully described in a deed from Gabriel Thompson to Mabry Thompson, and his children, bearing date November 11, 1903, recorded in Deed Book WWW, page 247, R. M. C. Office for said Greenville County, being two tracts, one of fifty (50) acres, conveyed to Gabriel Thompson by W. P. Cunningham, Executor of the Will of Isham J. Ward, deed dated December 1, 1896, recorded in Deed Book Zz, page 922, R. M. C. Office for said Greenville County, and a five and one-half (5½) acre tract, adjoining said tract, included in said deed from Gabriel Thompson.

The above described land is the same conveyed to the mortgagor herein, John Henry Smith, by deed of Annie Thompson, Mary McCoy, et al, children of Mabry Thompson, deed dated August 13, 1937, recorded in R. M. C. Office for Greenville County in Deed Book 200 page 384, and a deed by Irvin Thompson, Book 200, page 383.

*October 27, 1943*  
For value received \$642.00, I hereby Assign the within mortgage and the note which it secured to H. K. Jones, Attorney vesting in him complete title thereto without recourse on me.

Witness my hand and seal this 27th day of October, 1943.  
Witnesses:  
J. D. Lanford Lila E. Earle, Executrix  
Mellie B. Wood

Assignment Recorded February 6th 1945 at 11:30 A.M. #1462

*Satisfied in full  
6/19/45  
H. K. Jones, Attorney*

*RECORDED AND CANCELLED  
OCT 27 11 30 A.M.  
R. M. C. OFFICE GREENVILLE COUNTY, S.C.  
#1462*