

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVINCIAL—JARRARD CO.—GREENVILLE 47538

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

----- Luther L. Baty ----- SEND GREETINGS:

Whereas, I the said Luther L. Baty

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

well and truly indebted to Jean M. Davis

in the full and just sum of Two Thousand

(\$ 2000.00 ) Dollars, to be paid in 10 equal successive annual installments of \$200.00 each, the first installment to be due and payable on Dec. 1, 1943,

with interest thereon from Dec. 1, 1942 at the rate of 5 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 Luther L. Baty

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Jean M. Davis

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

the said Luther L. Baty

in hand well and truly paid by the said Jean M. Davis

at and before 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

Jean M. Davis

All that tract of land in School District No. 4-F, Pepper, Grove Township, Greenville County, South Carolina, containing fourteen acres, more or less, lying on the West side of Grove Creek, waters of Saluda River, and having the following metes and bounds:

BEGINNING in the center (on the upstream side) of bridge across Grove Creek, thence S. 74 1/2 W. 7.83 with road to rock x3 on south side of road; thence S. 40 1/2 E. 1.15 to rock x3; thence due south 17.58 to bridge on the Garrison or McKenzie branch; thence down to the meanders of said branch 5.80 chains to center of Grove Creek; thence up the meanders of said creek (about) 22.25 chs. to the beginning corner, in the bridge; bounded on the north by lands of Jas. E. Richey; on the south by lands of J. H. Charles; on the west by lands of C. W. Mitchell; and east by Grove Creek;

Being the same property conveyed to me by Joe Baty by deed dated May 20, 1941, said deed being recorded in the R. M. C. Office for Greenville County, S. C.

ALSO:

All that piece, parcel or lot of land in Grove Township, County of Greenville, State of South Carolina, containing 4 1/4 acres, more or less, and having such metes and bounds, courses and distances as shown by plat made by R. E. Dalton, Nov. 25, 1921, and bounded now or formerly on the south by lands of McDavis and Sims; on the East by lands of McDavis and Will Mays; on the west by lands of Carter and by Grove Creek, and on the north by Neeley, Richey and Baty. Being the same Property conveyed to the mortgagor herein by Arthur L. Burrell by deed dated March 1, 1941 and recorded in the R. M. C. Office for Greenville County in Deed Book 228 at page 345.

ALSO:

All that piece, parcel or lot of land in Grove Township, County of Greenville, State of South Carolina, on the West side of Grove Road, containing 75.50 acres, and having the following metes and bounds, according to a plat made by Dalton & Neves, Engrs., May, 1941. Beginning at a point in the center of said Grove Road, corner of land now or formerly owned by Union Central Life Insurance Company and running thence with line of said property N. 42 W. 748 ft. to stone; thence still with line of said property S. 48-30 W. 1800 ft. to iron pin in Walnut Stump in line of

RECORDED  
13222  
JAN 10 1943  
R. M. C. OFFICE  
GREENVILLE COUNTY, S. C.  
2:31 O'CLOCK