

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
**We, J. P. Smith and Cumy Smith**

SEND GREETING:

WHEREAS, **we**, the said **J. P. Smith and Cumy Smith**

in and by **our** certain **Promissory** note in writing, of even date with these presents **X** well and truly indebted to **J. H. Cox**

in the full and just sum of **Thirteen Hundred and No/100 (\$1,300.00)** Dollars to be paid: **Five years from date, with the right to anticipate payment at any time**

*4/31/46*  
*S. W. Reames*

#8076 SALES AND CANCELLED ON  
1800 8th DAY OF May  
Dellie J. Jamison  
REC. OF GREENVILLE COUNTY, S.C.  
at the rate of **four**

with interest thereon from **date** **annually** per cent. per annum, to be computed and paid 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, 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 (10%) per cent of the amount due thereon**

besides all costs and expenses of collection, to be added to the amount due on 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 the said Mortgagor **J. P. Smith and Cumy Smith**, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee **J. H. Cox** according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor **J. P. Smith and Cumy Smith** in hand well and truly paid by the said Mortgagee **J. H. Cox**, 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 and release unto the said Mortgagee **J. H. Cox**, and **those two** his Heirs and Assigns, forever, all ~~out under that~~ certain piece, parcel, lot or tract of land situate, lying and being in **Saluda Township, Greenville** County, State aforesaid,

containing **18.45 acres and 11.55 acres**, respectively, being a portion of the tracts of land conveyed to Estella Cox by J. H. Cox by deed recorded in Volume 248 at Page 122 in the R. M. C. Office for Greenville County, and having according to survey made by W. P. Morrow in January 1945, the following metes and bounds, to wit:

**Tract #1:** Beginning on a stake, head of the ditch, thence S. 1 W. 610 feet to a stake on the Old line; thence with the said line N. 86-45 E. 820 feet to a stone; thence S. 2 E. 552 feet to a stake in the road; thence N. 87 E. 185 feet to river; thence up the river N. 48 E. 200 feet to a bend in river; thence N. 34 E. 325 feet to a bend in river; thence N. 26 E. 200 feet to a bend; thence N. 48 W. 620 feet to a bend and a point in the river; thence N. 85-15 W. 950 ft. to a stake, head of the ditch, the beginning corner.

**Tract #2:** Beginning on a stake on the old line, S. 86-45 W. 972 feet to a stake, (NO gone); thence N. 60-45 W. 261 feet to a stone; thence N. 5 E. 569 feet to a stake in the highway; thence S. 57-30 E. 352 feet to a point in road; thence S. 75-30 E. 803 feet to a point in said road; thence N. 88 E. 85 feet to a point in road; thence S. 2 W. 260 feet to a stake, the beginning corner; said premises being the same conveyed to the mortgagors by deed of J. H. Cox, H. N. Cox and C. S. Cox of Greenville, S. C., and Florinda C. Dill, of Richmond, Va., as the sole heirs at law of Mrs. Estella Cox, deceased, to be recorded herewith.

This mortgage is given to secure the unpaid portion of the purchase price.

State of South Carolina,  
County of Greenville.

For value received, I hereby assign the within mortgage and the note securing same to S. W. Reames without recourse this 17th day of February, 1945.

Witnesses:  
*Jas. L. Love*  
*Ben C. Thornton*

*J. H. Cox*

Assignment Recorded February 17th 1945 at 3:15 P.M. #2193