

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

KEYS PRINTING CO., GREENVILLE, S. C.

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, JACK SPALDING, JR.

SEND GREETINGS:

Whereas, I the said Jack Spalding, Jr.

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

well and truly indebted to Andrew B. Montgomery and L. C. Montgomery, Individually and as executors under the will of Sara E. Montgomery, deceased, Louise Montgomery, Lucy E. Montgomery, Cordelia M. Goodlett, and Nell M. Kuker Three Thousand One Hundred and No 100

(\$3,100.00) Dollars, to be paid November 15, 1945

with interest thereon ~~xxx~~ after maturity at the rate of 5% per centum per annum, to be computed and paid after maturity at the rate of 5% 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 enforce 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 attorney's 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 Jack Spalding, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Andrew B. Montgomery and L. C. Montgomery, Individually and as Executors under the will of Sara E. Montgomery, deceased, Louise Montgomery, Lucy E. Montgomery, Cordelia M. Goodlett and Nell M. Kuker

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

the said Jack Spalding, Jr.

in hand well and truly paid by the said Andrew B. Montgomery and L. C. Montgomery, Individually and as Executors under the will of Sara E. Montgomery, deceased, Louise Montgomery, Lucy E. Montgomery, Cordelia M. Goodlett and Nell M. Kuker

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

Andrew B. Montgomery and L. C. Montgomery, Individually and as Executors under the will of Sara E. Montgomery, deceased, Louise Montgomery, Lucy E. Montgomery, Cordelia M. Goodlett and Nell M. Kuker.

All that certain piece, parcel or tract of land situate, lying and being on the Northeast side of Bennett's Bridge Road, in Butler Township, Greenville County, South Carolina, being a portion of Tract No. 1 on plat of the property of the estate of Andrew B. Montgomery made by W. J. Riddle, Surveyor, February 21-22, 1935, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Bennett's Bridge Road at Southeast corner of property now owned by Jack Spalding, Jr. and running thence with the center of Bennett's Bridge Road S. 54-00 E. 945 feet to a point; thence continuing with the center of said road S. 56-35 E. 1000 feet to a point; thence still with the center of said road S. 61-30 E. 264 feet to a point; thence continuing with the center of Bennett's Bridge Road S. 70-15 E. 1000 feet to an iron pin in said road in line of property now or formerly of J. T. Henderson; thence with the said Henderson line N. 26-30 E. 534 feet to stone; thence still with said Henderson line N. 45-15 E. 736 feet to an iron pin; thence N. 31-45 W. 1612 feet to a flint; thence N. 11-12 W. 909 feet to a stone; thence S. 69-06 W. 431 feet to a stone; thence N. 52-40 W. crossing branch 898 feet to an iron pin, joint corner of Tracts Nos. 1 and 2 of said Montgomery lands; thence with the line of Tract No. 2 now belonging to the mortgagor herein S. 33-30 W. 2527 feet to an iron pin in center of Bennett's Bridge Road, the beginning corner and containing 160.20 acres, said boundary including one acre on which the family burying ground is situated.

This is the same property conveyed to me by deed of the mortgagees herein and this mortgage is given to secure the unpaid portion of the purchase price.

Handwritten notes:
This mortgage cancelled 1945
17th day of November 1945
Andrew B. Montgomery and L. C. Montgomery, individually and as executors under the will of Sara E. Montgomery, deceased, Louise Montgomery, Lucy E. Montgomery, Cordelia M. Goodlett and Nell M. Kuker

Notary Seal:
NOTARIED AND CANCELLED
RECORDED 2911
AT 3:15 O'CLOCK
NOV 15 1945
DELLIE FOR GREENVILLE COUNTY
14027