OLLIE FARNSWORTH VOL 435 PAGE 305

## STATE OF SOUTH CAROLINA

hom These Presents May Concern: I, Myrtice R. Cass

SEND GREETING

the said Myrtice R. Cass

certain promissory note

note in writing, of even date with these

well and truly indebted to B. T. Batson

fell and just sum of Thirty five hundred (\$3500.00) dollars

to be paid: \$300.00 on August 24, 1950 , and a like and the 24th day of each August thereafter until paid in

, with interest thereon from date hereof

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

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 Myrtice R. Cass

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said B. T. Batson

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me the said Myriting 1. Coss

, in hand well and truly paid by the said  $\ B_{\star}$  T. Eatson

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 B. T. Batson

All that certain piece, and tract of land containing 104 acres, more or less, situate, lying and being in C'Neal Township in the County and State aforesaid on the East side of Enoree River, and waters thereof and having the following metes and bounds, to-wit:

BEGINNING at a W.O. 3xom stone 3xnm at the head of a branch on land of the Estate of William Kendricks, deceased, and running thence N. 7 E., 19.00 to a stone 3x on William Moon's line; thence with Moon's line, S. 70 W., 13.00 to a P.O. stump and stone 3xom; thence S. 82½ W., 21.74 to a B. Gum 3xom, gone, stone 3xnm on Long Branch thence down said branch as a line to a stake 3x in Mouth of branch on the river; thence up the East bank of the river to a stake 3x, Kendricks' corner, in the mouth of a branch; thence up said branch as a line to the beginning corner. Pounded North by William Moon's land and East by Kendrick's Estate and West by Enoree Piver and Long Branch thereof and known as Tract No. 4, Abraham Collins deceased and also in the division of the Estate of L. C. Collins, deceased. Reference to a plat of said tract made by J. N. Southern D.S. on the 4th day of October, 1894, will more fully appear. Being the same tract of land conveyed to me by Merza E. Nix, and others by deed dated December 13, 1910, and recorded in the R. M. C. Office for Greenville County in Vol. 9, page 356.

This mortgage is given to secure the balance of the purchase price of said property and is a purchase money mortgage.