

State of South Carolina
COUNTIES
OF SPARTANBURG AND GREENVILLE

FILED GREENVILLE CO, S. C. BOOK 1172 PAGE 313

Nov 11 11 43 AM '70

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern: I, Joe Dean Smith, - - - -

----- hereinafter called
the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to Herbert Otto Smith

----- hereinafter called Mortgagee, in the full and just sum of
- - - Ten Thousand & No/100 - - - (\$10,000.00) - - - DOLLARS,

to be paid One Year after date - \$1,000.00, and \$1,000.00 on the 8th day of September of each year thereafter until paid in full; each of said payments to be applied first to interest and the balance to the principal,

with interest thereon from date at the rate of six-- per centum 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, 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount 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 the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee, Herbert Otto Smith and his heirs and assigns forever:

All of that parcel or lot of land in Greenville and Spartanburg Counties, State of South Carolina, about 1 mile south of Gowansville, on the northeast side of Goodjion Road, containing 107.5 acres, more or less, and being shown and designated as Tract No. 2 on a survey for J. C. and Hazel W. Fowler by W. N. Willis, dated August 14, 1970, to be recorded, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Goodjion Road (iron pin back at 42 feet), and running thence N. 49-40 E. 573 feet to an iron pin; thence N. 11-35 W. 555 feet to an iron pin; thence S. 87-10 E. 1371 feet to an old stone; thence N. 1-30 E. 1329 feet to a red rock; thence N. 85-37 E. 667.9 feet to an old iron pin in Motlow Creek; thence down and with said creek as line the following tie lines: S. 16-00 W. 167 feet, S. 65-12 E. 107 feet, S. 3-00 W. 123 feet, S. 37-11 E. 80 feet, S. 6-45 E. 155 feet, S. 48-30 E. 185 feet, S. 37-50 E. 200 feet, S. 34-30 E. 175 feet, S. 14-45 E. 135 feet, S. 52-10 E. 364 feet, S. 48-30 E. 165 feet, S. 34-30 E. 145 feet; leaving said creek thence running S. 56-35 W. 2,063.2 feet, more or less, to a nail in County Road; thence with County Road, S. 57-25 W. 649 feet to a nail; thence S. 58-15 W. 200 feet to a nail in center of Goodjion Road; thence along and with Goodjion Road, N. 35-18 W. 535 feet to a nail; thence N. 47-50 W. 800 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Hazel W. and J. C. Fowler.