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to pay all costs and expenses including ten (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 the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars (\$3.00) to the said mortgagor in hand and truly paid by the said mortgagee at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said HENRY L. WARE, his heirs and assigns, forever:

ALL those parcels or tracts of land situate, lying and being in Greenville County, State of South Carolina, all of which are shown on a plat made by Howard Wiswall, C. E., dated 1918 through 1921, which is recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "Y", at pages 114 through 118, said tracts being more particularly described as follows:

An undivided two-fifth interest in and to all that certain tract of land in Cleveland Township, Greenville County, State of South Carolina, containing 849 acres, more or less, bounded on the North by Middle Saluda River; on the East by lands now or formerly of Mrs. Earle and Saluda Land and Lumber Company (Betty Orr Tract). This being the same tract of land shown on the plat mentioned above as "No. A-I, J. Walter Gray, 917.5 acres plus 65 equals 982.5 ac."

There is expressly excluded from this tract the following:

- (a) That property conveyed by Saluda Land & Lumber Company to Susan C. Mills, by deed dated August, 1923, recorded in the R.M.C. Office in Deed Book 85, at page 356.
- (b) That tract containing approximately 5 acres sold by Mortgagee and Mortgagor to Elizabeth L. Marchant by deed recorded in Deed Book 657, at page 465.