

MMC

STATE OF SOUTH CAROLINA,  
County of Greenville }

LAND BANK COMMISSIONER  
AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

J. C. Harris

of Greenville County and State aforesaid, hereinafter called first party, whether one or more, SEND GREETINGS:

WHEREAS, First party is indebted to the Land Bank Commissioner, acting pursuant to Part of the Act of Congress approved May 12, 1933, known as the Emergency Farm Mortgage Act of 1933, hereinafter called second party, as evidenced by a certain promissory note, of even date herewith, for the principal sum of Twelve Hundred and No/100 (\$ 1200.00) Dollars, payable to the order of the second party, together with interest from the date of said note on the principal sum remaining from time to time unpaid, at the rate of Five (5%) per centum per annum, the first payment of interest being due and payable on the 1st day of November, 1938, and thereafter interest being due and payable annually said principal sum being due and payable in Ten (10) equal, successive, annual installments of One Hundred Twenty and No/100 (\$ 120.00) Dollars each, and a final installment of (\$ - ) Dollars, the first installment of said principal being due and payable on the 1st day of November, 1939, and thereafter the remaining installments of principal being due and payable annually until the entire principal sum and interest are paid in full; all of which and such other terms, conditions, and agreements as are contained in the said note, will more fully appear by reference thereto.

NOW, KNOW ALL MEN, That first party, in consideration of the debt as evidenced by the said note, and for better securing the payment thereof to second party, according to the terms of the said note, and the performance of the conditions and covenants herein contained, and also in consideration of the sum of One Dollar to first party in hand well and truly paid by second party, at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, in fee simple, and by these presents does grant, bargain, sell and release in fee simple, unto second party, his successors and assigns, the following described lands, to wit:

All that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, School District 6-A, on the Fork Shoals Road, bounded on the North by lands of J. R. Henderson and G. R. Harris, on the East by lands of Mrs. Lula Hendrix, on the South by lands of E. B. Hendrix estate, on the West by lands of E. B. Hendrix estate and plat made by W. J. Riddle, Surveyor, September 10, 1937, a copy of which plat is on file with The Federal Land Bank of Columbia, to wit:

BEGINNING at a stake in center of Fork Shoals Road at its juncture with the center of a county district road, being a corner of E. B. Hendrix estate; thence with center of said county road North 83 degrees 43 minutes East 380.8 feet to iron pin; thence North 58 degrees 15 minutes East 209.4 feet to iron pin; thence with line of Mrs. Lula Hendrix North 18 degrees 30 minutes West 1096 feet to iron pin; thence North 36 degrees 5 minutes East 825 feet to white oak stump; thence with line of G. R. Harris North 88 degrees 14 minutes West 913 feet to iron pin; thence North 73 degrees 20 minutes West 352 feet to stake; thence North 38 degrees 30 minutes West 250 feet to stake on Marrowbone Creek, on Northwest side of Fork Shoals Road; thence North 20 degrees 15 minutes West 475 feet to iron pipe, corner of J. R. Henderson; thence with his line South 71 degrees West 870 feet to stake on plantation road, corner of G. F. Cammer; thence with his line South 24 degrees East 348 feet to bend; thence South 21 degrees East 233 feet to bend in road; thence South 16 degrees East 244 feet to stake; thence South 46 degrees 30 minutes West 536 feet to iron pipe; thence South 7 degrees 45 minutes East 923 feet to stone, corner of E. B. Hendrix estate; thence South 33 degrees 11 minutes East 438 feet to pipe in poplar stump; thence North 71 degrees East 1328 feet to iron pin in Fork Shoals Road; thence South 29 degrees East 383.3 feet with Fork Shoals Road to the beginning, containing Ninety-seven and 37/100 (97.37) acres, more or less.

SUBJECT to the following easements:

An easemnet in favor of the Reedy River Manufacturing Company evidenced by a deed recorded in Deed Book 111, page 827, an easement in favor of Conestee Mills evidenced by deed recorded in Deed Book 79, page 4, an easement in favor of Southern Power Company evidenced by deed recorded in Deed Book 95, page 119, and an easement in favor of Greenville County Highway Commission evidenced by deed recorded in Deed Book 147, page 504, for Greenville County.

First party further covenants and agrees that, if any person, firm or corporation, holding or claiming interests or rights under or by reason of the reservation of any mineral interest by any former owners of the above described land, commences operations for the location, mining or transporting of any minerals upon, in or under above land, the second party, its, his and their successors and assigns, may at its, his or their option declare the entire indebtedness secured by this instrument due and in default, and may, immediately or at any time thereafter, proceed as is hereinafter provided in other cases of default, and the second party, his, its or their successors and assigns, shall be entitled to have a receiver appointed to take charge of all the land herein described, which receiver may collect any damage and income accruing to first party, his heirs and assigns, resulting from such operations, and first apply the sum or sums collected to the payment of the debts secured by this instrument and another instrument of even date herewith, said debt/evidenced by notes to The Federal Land Bank and the Land Bank Commissioner, and then to pay the remainder, if any, to the person entitled by law to receive same, and may exercise any and all powers and perform such acts, as, in the discretion of the second party, its, his or their successors and assigns, may be advisable, either to protect the security or to collect the indebtedness hereby secured, or both.

and G. F. Cammer, and having the following courses and distances according to survey for Partial Release see P. C. M. Book 309 at Page 772

*FILED IN*  
*Sept. 4 1938*  
*Allice J. Harris*  
*# 9955*