

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, T. L. Clayton, of Greenville County, S. C.

SEND GREETING:

WHEREAS, I, the said T. L. Clayton

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to J. A. Cureton and P. F. Cureton

in the full and just sum of Three Thousand and no/100 (\$3,000.00) Dollars Dollars to be paid: Thirty Five (\$35.00) Dollars on August 1, 1943, and a like payment of \$35.00 on the 1st. day of each successive month for 35 months, at which time the remaining balance will be due and payable, with the privilege of anticipating payment. Monthly payments to be first applied to interest, balance to principal.

*Paid in full August 16, 1950 J. F. Cureton*

with interest thereon from date at the rate of six (6) per cent. per annum, to be computed and paid monthly 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, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon,

besides all costs and expenses of collection, to be added to the amount due on said note and be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is saved and reserved to the mortgagee), as in and by the said note, reference being thereunto had, will more fully appear.

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 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 in hand well and truly 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 and release unto the said Mortgagee, and

their Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, aforesaid

adjoining lands formerly owned by B. Perry Edwards, S. G. Black, R. J. Edwards and Hugh Barton, and having the following metes and bounds, to-wit:

Beginning at a stake on line of land formerly owned by Hugh Barton and running thence N. 22 1/2 E. 9.28 chs. to stone; thence S. 78 E. 1.65 chs. to stone on line of land formerly owned by B. Perry Edwards; thence with said line N. 23 W. 28.50 chs. to stone; thence N. 88 W. 7.82 chs. to Sweetgum on Rutherford Road; thence along said Road S. 24 1/2 E. 6.50 chs. to bend in Road; thence S. 4 1/2 W. 3.50 chs. to bend in Road; thence S. 31 1/2 W. 2.50 chs. to bend in Road; thence S. 8 1/2 W. 14.35 chs. to stake in line now or formerly owned by R. J. Edwards; thence along the line of said property S. 59 1/2 E. 17.30 chs. to the beginning corner, containing 41 2/3 acres, being the same property conveyed to T. L. Clayton by J. A. Cureton and P. F. Cureton by deed of even date to be recorded herewith.

This mortgage is given to secure the unpaid portion of the purchase price.  
The Mortgagor, as a part of the consideration of this mortgage, agrees to the further condition therein that the said mortgagor shall not have the right to cut any trees within the area along Rutherford Road, and extending back a distance of 400 feet therefrom, and that upon breach of this condition this note and mortgage will become immediately due and payable. This condition will remain in full force and effect until the indebtedness secured by this mortgage is reduced to \$1500.00.

*RECORDED AND CANCELLED BY RECORDS DEPARTMENT OF GREENVILLE COUNTY, S. C. AUGUST 19 1950*