MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. T. Newby, SEND GREETING:

WHEREAS, I, the said W. T. Newby in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to B. F. Johnson in the full and just sum of Thirty seven hundred Fifty ($3750.00) Dollars, to be paid One year after date with Discount Rebate and interest after Maturity with interest thereon, from Oct 1 19 at the rate of 8 per cent. per annum to be computed and paid Semi-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, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may rue thereon and foreclose this mortgage, said note further providing for an attorney's fee of ten per cent. (10%) besides all costs and expenses of collection, to be added to the amount due on the said note, to 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 secured under this mortgage); as in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That I the said W. T. Newby in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said B. F. Johnson according to the terms of the said note, and also in consideration of the further sum of Three Dollars to me W. T. Newby in hand well and truly paid by the said B. F. Johnson 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. F. Johnson his Heirs and Assigns the following lands, to-wit:-

Witness W. Harold Cleveland
W. Harold Cleveland

All that tract of land situate in the State of South Carolina, County of Greenville, on the West side of Cleveland Avenue in the Town of Marietta, designated as Tract No. Two (2) on plat made by W. A. Nester, Surveyor, July 25, 1931, of record in Plat Book H. page 196, R.M.C. Records for Greenville County.

The said tract of land containe Thirty Six and 85/100 (36.85) acres, more or less, and has such metes and bounds as shown by said plat, reference to which is craved for a particular description of said land.

This being a tract of land conveyed to me by Anna M. Beaty Sept. 9, 1931 which is to be recorded.

Also all that lot or parcel of land in the State aforesaid and in the County of Greenville, Town of Marietta, having the following metes and bounds, to-wit;

Beginning at a stake on the West side of Cleveland Avenue 256 feet southward from the South east corner of W. Y. Batson's land (note W. Y. Batson land now owned by C. A. Johnson) and running thence along said Avenue S. 22 W. 174 feet to a stake; thence N. 68 W. 250 feet to a stake; thence N. 22 E. 174 feet to a stake; thence S. 68 E. 250 feet to the beginning corner.

Being the same tract of land conveyed to me by J. Norwood Cleveland, Dec. 31, 1928 recorded in the records R. M. C. Office for Greenville County in Deed Book Vol. 143, page 145.

Also, All that tract of land situate in said State and County about two miles North of Travelers Rest on the Geer Highway, containing 65 acres, more or less, being the same land conveyed to me by W. B. Hodgens and being the land and home place where I now reside.

Paid in full this 21 day of Feb 1936
B. F. Johnson