

MORTGAGE OF REAL ESTATE

1926 PROVISIONS - HARRARD CO. - GREENVILLE

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

For assignment to this mortgage, see Page 210 in this book.
For another assignment to this mortgage see Page 264 in this book.

To all Whom These Presents May Concern:

FOR P.O. Release, see R. E. M. Book 401 Page 41

WHEREAS, we, NOSIE L. FLOYD, GRADIE L. FLOYD, CARL FLOYD, GLADYS FLOYD GOING, LOCKIE F. CAREY PAXTON and EVELYN F. JOHNSON, are well and truly indebted to S. S. NEWELL and W. W. SIMMONS (in equal amounts) in the full and just sum of FIFTEEN THOUSAND FIVE HUNDRED (\$15,500.00) DOLLARS, in and by our certain note in writing of even date herewith, due and payable in monthly instalments of \$200.00 per month (to be applied first to interest, balance to principal), commencing May 1, 1945 and continuing on the 1st day of each and every month thereafter until paid in full, with interest from date at the rate of five and one-half (5½%) per centum per annum, until paid; interest to be computed and paid monthly; provided that if the mortgagors default in the payment of any payments, the interest will advance to six (6%) per centum per annum, payable monthly, until all payments are brought up to date, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference thereunto had will more fully appear.

NOW, KNOWN ALL MEN, That we, the said Josie L. Floyd, Gradie L. Floyd, Gladys Floyd Going, Lockie F. Carey Paxton and Evelyn F. Johnson, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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 S. S. NEWELL and W. W. SIMMONS, all those certain pieces, parcels, lots or tracts of land, lying, situated and being in Paris Mountain Township, Greenville County, South Carolina, about 3½ miles from Greenville, South Carolina, described as follows.

TRACT NO. 1: BEGINNING at a stone on corner of land formerly owned by H. B. Tindal and running thence with said Tindal line S. 4-35 E. 588 feet to a marble on; thence S. 20-45 W. 288 feet to an iron pin; thence S. 17 E. 183 feet to corner; thence S. 20-45 E. 526 feet to corner of tract No. 1 of the John E. Beattie Estate; thence with line of tract No. 1 N. 66-0 W. 1365 feet to iron pin joint corner of tracts Nos. 1, 2 and 3; thence with joint line of tracts Nos. 2 and 3 said Beattie Estate N. 5 W. 500 feet to line of other property owned by mortgagors purchased from H. P. McGee; thence with said former H. P. McGee line N. 81-50 W. 1585 feet, more or less to the point of beginning, and consisting of 32.50 acres, more or less; SAVING AND EXCEPTING therefrom a tract consisting of 2.38 acres, more or less, conveyed by Carl Floyd et al to Gradie L. Floyd by deed dated August 29, 1928, and recorded in office of Register of the County in and for Greenville County in Deed Book 147, Page 162. The tract herein described is that of tract No. 2 of the John E. Beattie Estate, according to plat recorded in the Register's Office in Plat Book E, page 120, except for said 2.38 acres.

TRACT NO 2: BEGINNING at an iron pin on Thompson Road, at corner of tract No. 2 of the John E. Beattie Estate, and running thence N. 66-0 E. 1365 feet to iron pin, joint corners tracts 2 and 3, said plat; thence with line of tract No. 3 S. 80-15 E. 157 feet to point in said line; thence S. 43-15 W. 785 feet to iron pin; thence S. 65-10 W. 908 feet to iron pin on Thompson Road thence along said road N. 37-50 W. 238 feet to a point on said road; thence N. 30-5 W. 164 feet to the point of beginning, consisting of 14 acres, more or less, and being the Northwestern part of tract No. 1, said Beattie Estate, according to plat recorded in Plat Book A, Page 120, and being the same tract conveyed to Josie L. Floyd by D. Land by deed dated December 8, 1921, recorded in said Register's office in Volume 62 at Page 381.

TRACT NO. 3: BEGINNING at a stone on corner of tract No. 2 of said Beattie Estate and property formerly owned by H. B. Tindal, and running thence with said Tindal line N. 7½ E. 10.60 chains to a stone, corner of tract No. 2 of the McCullough and Good Lands, known as the Roberts tract, according to plat recorded in the office of R. M. C. in and for said Greenville County in Plat Book A at Page 167; thence along line of said tract No. 2 S. 82 E. 10.53 chains to a stone on West bank of a branch; thence down the branch, a straight line, 10.81 chains to iron pin in branch; thence N. 82 W. 10.68 chains to point of beginning, and being a portion of tract No. 1, according to said, and consisting of 12 acres, more or less, and being the first tract described in deed of H. P. McGee to Josie L. Floyd, dated February 2, 1921, and recorded in said Register's Office in Volume 70, Page 111.

PAID AND SALES IN FULL TO THE PEOPLE'S TRUST CO. GREENVILLE, SOUTH CAROLINA
Josephine L. E. Wells
28 DAY OF MARCH 1950
OFFICE FOR GREENVILLE COUNTY, S.C.
R. E. M. NO. 7610