

MORTGAGE OF REAL ESTATE

FORM 1770. 05-1-55. GREENVILLE, S. C.

STATE OF SOUTH CAROLINA ,)
COUNTY OF COLLETON,)

TO WHOM THESE PRESENTS MAY CONCERN:

I , Kathryn E. Johnson - - - - - SEND GREETING

*For Satisfaction
See R. E. M. Book 196
899 Page*

RECEIVED AND CANCELLED OF RECORD
22 DAY OF Aug 1962
Office of the Recorder
R. E. M. GREENVILLE COUNTY, S. C.
5254

WHEREAS, I the said Kathryn E. Johnson, am indebted unto Mrs. Jenny Vee Hogg in and by my certain note, bearing even date with these presents, in the sum of One Thousand and No/100 Dollars (\$1,000.00) payable to the order of Mrs. Jenny Vee Hogg in lawful money of the United States, at Walterboro, S. C. on the 29th day of July, 1947, with interest thereon until maturity at the rate of six(6) per cent. per annum with the right to the Mortgagor to anticipate payment said principal sum and interest to bear interest after maturity, if not then paid, at the rate of six(6) per cent, per annum, as in and by the said note reference thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I the said Kathryn E. Johnson also called the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing of the payment thereof to the said Mrs. Jenny Vee Hogg hereinafter also called the Mortgagee, according to the tenor of said note and any renewals thereof, and also in consideration of the further sum of Three Dollars(\$3.00), to me, the said Mortgagor, in hand well and truly paid, by the said Mortgagee, 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 does grant, bargain, sell and release, unto the said Mrs. Jenny Vee Hogg the following described real estate, situated in the County of Colleton and State of South Carolina , and more particularly described

as follows, to-wit:-
All those certain pieces, parcels or lots of land in Chick Springs Township, Greenville County, State of South Carolina, lying on the West side of Mountain Creek Road or Rutherford Road near Paris Station, according to a plat called "Map of Piedmont Estates, Paris Station", made December, 1944 by Dalton & Neves, being lots Nos. 86, 87, and 88 and being more particularly described, as follows: BEGINNING at a point on Mountain Creek Road or Rutherford Road at an iron pin 560 feet Northwest from the intersection of said road and the P. & N. right-of-way at the joint front corners of lots Nos. 85 and 86; thence S. 73-48 W. 311.2 feet to an iron pin on Churchill Avenue thence N. 8-52 E. 66.1 feet to an iron pin; thence along said Churchill Avenue, N. 5-28 E. 64.5 feet to an iron pin; thence still along said Churchill N. 1-55 E. 63.1 feet to an iron pin, the joint corners of lots Nos. 88 and 89; thence N. 73-48 E. 239.8 feet to an iron pin on said Mountain Creek Road or Rutherford Road; thence S. 16-12 E. 180 feet to an iron pin, the point of beginning.

This deed is made subject to any right of ways existing in favor of the City of Greenville to extend and maintain water lines across same.
This conveyance is made subject to the following restrictions:-
1. The property shall not be sold to persons of African descent.
2. No dwelling shall be erected on any of these lots costing less than \$2,000.00
3. No tourist court, cottages or buildings of temporary nature to be erected on this property.
This being the same lots of land conveyed to Kathryn E. Johnson by Walter W. Goldsmith and P.R. Long, dated the 13th day of April, 1945 and recorded in the County of Greenville, South Carolina in the RMC Office in Book 274 at page 399.

And she the said Mortgagor, her heirs, Executors, Administrators, and assigns, as additional security , do hereby assign, set over and transfer to the said Mortgagee her successors or heirs, Executors, Administrators, and assigns, all of the rents, issues and profits of said mortgaged premises accruing or falling due from and after the service of the Summons in any action of foreclosure to which said Mortgagee her successors or heirs, Executors, Administrators , or assigns, may be parties, and agree that the said Mortgagee, or the lawful holder of this Mortgage, shall have the right upon the commencement of said proceedings, to collect the rents, issues and profits arising out of said property and to credit the same upon the Mortgage debt, after paying all costs of collection; and to have a Receiver appointed by the Court for this purpose.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mrs. Jenny Vee Hogg, her successors or heirs, Executors, Administrators, and assigns forever. And I do hereby bind myself and my heirs, Executors, and Administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Mrs. Jenny Vee Hogg, her successors or heirs, Executors, Administrators, and assigns from and against me and my heirs, Executors, Administrators, and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the Mortgagor, her heirs, Executors, Administrators and assigns, shall...