MORTGAGE OF REAL ESTATE—G. R. E. M. 5

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, **D. W. Johnson**

am well and truly indebted to

Mrs. Josephine C. Newell

in the full and just sum of **FIFTEEN HUNDRED -- -- -- -- -- -- --**

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable ~~on the~~ ~~--day of~~ ~~-79-~~ ,

$20.00 per month, commencing June 18, 1947 , and continuing on the 18 day of each and every month thereafter until paid in full,

with interest from **date** at the rate of **six(6)** per centum per annum until paid; interest to be computed and paid **quarterly** ~~xxxxxxx~~ **annually** and if unpaid when due to bear interest at same rate as principal until paid, and I 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 being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I, the said **D. W. 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 me 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 **Josephine C. Newell**

all that tract or lot of land in **Greenville** Township, Greenville County, State of South Carolina.

on the South side of Rutherford Road and having the following metes and bounds, to-wit:-

BEGINNING at a point on said Rutherford Road, joint corner of lots Nos. 8 and 9, as shown on plat recorded in the office of Register Mesne Conveyance in and for Greenville County in Plat Book E at Page 219, and running thence with Rutherford Road S. 28-30 W. 75 feet to joint corner of lots 5 and 6, said plat; thence with joint line of said lots 5 and 6 S. 66-00 E. 71 feet to a point on a 20 foot alley; thence N. 20-00 E. 75 feet to a point in line of said lot No. 9; thence with joint line lots 8 and 9 N. 66-00 W. 60.5 feet to the point of beginning on Rutherford Road, and being the front part of lots Nos. 6, 7 and 8, said plat.

ALSO, an undivided right, interest and easement in and to the 20-foot alley or driveway lying immediately back of the premises herein above described, and as shown on plat of W. J. Riddle, Survey October 16, 1944, with the right, privilege and easement to use a 10-foot alley extending from the West end of alley or driveway herein before described along the western side of the rear of said lot No. 6 , across lots Nos. 86 and 87, and running thence down the southeast side of lot No. 87 to South Woodside Circle, said alley to be always kept open for the use of the mortgagor and mortgagee their heirs and assigns, from said South Woodside Circle, to the rear of the premises herein first above described.

It is understood and agreed that this is a third mortgage over the premises above described.

As additional security, the mortgagor hereby assigns and transfers to Mrs. Josephine C. Newell, all his right, title and interest in and to mortgage given by Clyde R. Abercrombie to the mortgagor, dated April 16, 1947, recorded in office of R.M.C. in and for Greenville County in Mortgage Book Volume 361, Page 291, and the note which it secures.

Paid and satisfied in full this the 2 day of July, 1954.

Witness:

Frank B. Dobson

Elizabeth R Austin

Mrs. Josephine C. Newell

SATISFIED AND CANCELLED OF RECORD