

MORTGAGE OF REAL ESTATE-G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of GREENVILLE

JOHN E. JOHNSTON AND MARY M. RAST

SEND GREETING:

WHEREAS, we the said John E. Johnston and Mary M. Rast

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Twenty-seven Thousand Five Hundred & No (\$27,500.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four and one-half (4 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of November 1947, and on the 1st day of each month of each year thereafter the sum of \$ 250.00 to be applied on the interest and principal of said note, said payments to continue up to including until principal and interest is paid in full: the balance of said principal and interest to be due and payable on the day of the month payments of \$ 250.00 each are to be applied first to interest at the rate of four and one-half (4 1/2%) per centum per annum on the principal sum of \$ 27,500.00 for so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal:

All installments of principal and all interest are payable in lawful money of the United States of America, and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, 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; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we the said John E. Johnston and Mary M. Rast in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, the said John E. Johnston and Mary M. Rast in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, 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 LIBERTY LIFE INSURANCE COMPANY, its successors and assigns forever:-

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being in Greenville Township, Greenville County, South Carolina, near the City of Greenville, and being more particularly described as follows:-

~~All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being in Greenville Township, Greenville County, South Carolina, near the City of Greenville, and being more particularly described as follows:-~~

BEGINNING at a point on an unnamed street, 650 feet N. 80-25 W. from the joint corner of D. B. Leatherwood and Gassaway Mansion property, on East North Street, and running thence along unnamed street, S. 55-2 W. 296 feet to an iron pin; thence along same street, S. 69-30 W. 48 feet to an iron pin; thence along same street, S. 83-30 W. 92.7 feet to an iron pin; thence along same street, S. 77-55 W. 33.4 feet to an iron pin; thence along same street, S. 68 W. 35.5 feet to an iron pin; thence along same street, S. 61 W. 58 feet to corner of another unnamed street (at an iron pin); thence along said unnamed street, N. 50-16 W. 217 feet to an iron pin; thence N. 19-2 E. 200 feet to an iron pin; thence N. 5-40 E. 70 feet to an iron pin; thence N. 59-02 E. 341 feet to an iron pin; thence S. 42-20 E. 441.8 feet to point of beginning, and contains five acres,

Being the same property conveyed by Suburban Development Company to John R. Johnson and Mary M. Rast by deed dated October 14, 1946 recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 301, page 54.

TOGETHER with all right, title and interest of the mortgagors in and to the easement and right of way to use the paved driveway or roadway leading from the Old Spartanburg Road (or North Street Extension) to the property above described and also all interests and rights of the mortgagors in and to the use of any other roads or driveways which have been cut through the property of Suburban Development Company, known as Isaqueena Heights and any roads or driveways that may hereafter be laid out through said property.