

FILED

The State of South Carolina,

APR 13 9 27 AM 1953

County of GREENVILLE

ALLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

JANELL D. NEWTON & FRANCES C. NEWTON

SEND GREETING:

Whereas, WE, the said Janelle D. Newton & Frances D. Newton

hereinafter called the mortgagor(s)

in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to J. E. WILLIAMS & I. H. PHILPOT, as Trustees

hereinafter called the mortgagee(s), in the full and just sum of TWO THOUSAND FIVE HUNDRED

AND NO/100 - - - - - DOLLARS (\$ 2,500 .00), to be paid

Due and payable Ten Dollars (\$10.00) on the principal on the first day of each and every month, commencing May 1, 1953, and thereafter on the first day of each succeeding month of each succeeding year until paid in full

with interest thereon from May 1, 1953

at the rate of Six (6%) percentum per annum, to be computed and paid

monthly 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 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 his 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 J. E. WILLIAMS & I. H. PHILPOT, AS Trustees,

All that certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, and being shown as all of Lot FOURTEEN(14) on plat of Property of Berea Realty Company, prepared by John C. Smith, etc. Reg. L. S., in March, 1952, which plat is recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "BB", at Page 37, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake on the South side of said unnamed street corner of lots Nos. 14 and 15; thence in a southerly direction 156.5 feet to a stake; thence in a westerly direction 64.17 feet to a stake; thence in a northerly direction 155.9 feet to a stake on said street; thence with said street N. 57-05 E. 70 feet to the beginning and being the identical property conveyed to us by I. H. Philpot, et al, as Trustees, by deed to be recorded.

This mortgage is junior in lien to a mortgage given to Franklin National Life Insurance Co. this date in the amount of \$5,000.00.