## THE STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF PROPERTY Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. W. Babb

SEND GREETING:

, the said

J. W. Babb

hereinafter called the mortgagor(s)

in and by my

Whereas.

certain promissory note in writing, of even date with these presents,

well and truly indebted to T. E. Johnson hereinafter called the mortgagee(s), in the full and just sum of

Four Thousand and no/100 ----- DOLLARS (\$ 4000, 00), to be paid

in equal monthly installments of Forty (\$40.00) Dollars each, the first such installment being due and payable on the 1st day of April, 1959, and a like sum due and payable on the 1st day of each succeeding calendar month thereafter until the entire amount of principal and interest shall have been paid in full

, with interest thereon from this date

at the rate of

six (6%)

percentum per annum, to be computed and paid

 $\chi$  semi-annually 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 I , 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 term of the said note, and also in consideration of the further sum of Three Dollars, to me, 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 to grant, bargain, sell and release unto the said T. E. Johnson, his heirs and assigns, forever:

All that piece, parcel or lot of land in Greenville County, South Carolina, on the East side of Fourth Avenue, in Section #2 of Judson Mills Village, being known and designated as Lot #29, as shown on a plat of Section #2 of Judson Mills Village, made by Dalton & Neves, Engineers, in November, 1939, which plat is recorded in the R.M.C. Office for said County and State in Plat Book "K" at page 25, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the East side of Fourth Avenue, joint corner of Lots Nos. 28 and 29, said pin being 80 feet North from the Northeast corner of the intersection of Fourth Avenue and Fifth Street, and running thence with the line of Lot #28 S 83-53  $\pm$  122 feet to an iron pin; thence with the rear line of Lot #4 N 6-07 E 80 feet to an iron pin; thence with the line of Lot #30 N 83-53 W 122 feet to an iron pin on the east side of Fourth Avenue; thence with the east side of Fourth Avenue S 6-07 W 80 feet to the BEGINNING corner. This is the identical lands conveyed by Willian S. Waldrop to J. W. Babb by deed recorded in Deed Book 408 at page 253 in the R.M.C. Office for Greenville County, South Carolina.

Paid in full 1/24/69. T. G. Johnson Witness Guy IV. Carroll Collect Johnson