

GREENVILLE CO. S. C. 801 25
AUG 26 1959

The State of South Carolina,

COUNTY OF GREENVILLE

THEODORE L. NEWTON and ALMA L. NEWTON

SEND GREETING

Whereas, we, the said Theodore L. Newton and Alma L. 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. ED DAWSON

hereinafter called the mortgagee(s), in the full and just sum of Four Thousand Seven Hundred Forty Nine & 26/100

DOLLARS (\$4,749.26), to be paid at in Greenville, S. C., together with interest thereon from August 1, 1959 until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of September, 1959, and on the 1st day of each month of each year thereafter the sum of \$ 4,749.26, to be applied on the interest and principal of said note, said payments to continue thereafter until principal and interest are paid in full, and the balance of said principal and interest to be due and payable on the 1st day of 19--; the aforesaid monthly payments of \$ 100.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 4,749.26 or 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 hereof, as herein 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 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 and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

J. ED DAWSON, his heirs and assigns, forever:

ALL that lot of land with the improvements thereon, situate, lying and being on the North side of Perry Avenue (formerly known as Rhett Street) in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 7 on plat of Estate of J. H. Ware, made by R. E. Dalton, Engineer, November 1920, recorded in the RMC Office for Greenville County, S. C. in Plat Book E, page 264, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the North side of Perry Avenue at joint front corner of Lots 6 and 7, said pin being 56.5 feet West from the Northwest corner of the intersection of Perry Avenue and McCall Street, and running thence along the line of Lot 6, N. 18-49 W., 124.7 feet to an iron pin; thence S. 71-15 W., 56.4 feet to an iron pin in line of Lot 8; thence with the line of Lot 8, S. 18-45 E., 125 feet to an iron pin on the North side of Perry Avenue; thence along the North side of Perry Avenue, N. 71-00 E. 56.5 feet to the beginning corner.

This property is the same conveyed to the mortgagors by deed of J. Ed Dawson to be recorded herewith.