

BOOK 866 PAGE 152

THE STATE OF SOUTH CAROLINA

AVG 16 2 40 PM 1961

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

CONSTRUCTION, INC. (Harold T. Newton)

SEND GREETING:

Whereas, I, the said CONSTRUCTION, INC. (Harold T. Newton)

in and by My certain Promissory note in writing, of even date with these

Presents, well and truly indebted to WM. GOLDSMITH COMPANY

in the full and just sum of Twenty Seven Hundred and Fifty and no/100-----

dollars (\$2750.00), to be paid October 28, 1961

, with interest thereon from Date

at the rate of six per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 promises to pay all costs and expenses including 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 I, the said CONSTRUCTION, INC. (Harold T. Newton)

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

WM. GOLDSMITH COMPANY

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to wit, the said CONSTRUCTION, INC.

(Harold T. Newton), in hand well and truly paid by the said WM. GOLDSMITH 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

Wm. Goldsmith Company, its successors and assigns

All that lot of land situate on East side of Pimlico Road, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot #95 on plat of Section A, of Gower Estates made by Dalton & Neves, Engineers, January 1960, recorded in RMC Office for Greenville County, S C. in Plat Book QQ, pages 146 and 147, and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the East side of Pimlico Road at joint front corner of Lots 94 and 95, and runs thence along the line of Lot 94, S. 82-0, 181.7 feet to an iron pin; thence S. 18-27 W., 73 feet to an iron pin; thence with the line of Lot 96, S. 84-32 W., 161.3 feet to an iron pin on the East side of Pimlico Road; thence with the curve of Pimlico Road (the chord being N. 20-0 E., 110 feet.) to the beginning corner.

This property is conveyed subject to the restrictive covenants recorded in the RMC Office for Greenville County, S C. in Deed Book 663, Page 118.