

SEP 1 4 57 PM '67

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State of South Carolina,

COUNTY OF GREENVILLE

CLARENCE L. JOHNSON

SENDS CREDITING:

WHEREAS, I the said Clarence L. Johnson

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Oren J. Neighbour in the full and just sum of Two Thousand and No/100ths (\$2,000.00) DOLLARS, to be paid at Rosemary Lane in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five & 82/100 (5.82%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1967, and on the 1st day of each succeeding month of each year thereafter the sum of \$ 40.00 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of March, 1973, and the balance of said principal and interest to be due and payable on the 1st day of March, 1973; the aforesaid monthly payments of \$ 40.00 each are to be applied first to interest at the rate of five & 82/100 (5.82%) per centum per annum on the principal sum of \$ 2,000.00 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 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 (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 Clarence L. Johnson in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Oren J. Neighbour according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Clarence L. Johnson in hand and truly paid by the said Oren J. Neighbour 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 OREN J. NEIGHBOUR, his heirs and assigns forever:

All those certain lots of land with the buildings and improvements thereon situate in Greenville County, State of South Carolina, being shown as Lots Nos. 1 and 2 as shown on plat of property of James M. Edwards, made by Dalton & Neves in March 1949, and when described together has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Super Highway No. 29 at joint property heretofore conveyed to Margaret H. Neal, and running thence with line of Neal Lot S. 47-08 E. 325 feet to pin in line of other property of James M. Edwards; thence with line of said property N. 42-52 E. 200 feet to iron pin at an iron pin at rear corner of Lot No. 3; thence with line of Lot No. 3, N. 47-08 W. 325 feet to iron pin on right-of-way of Super Highway No. 29; thence with the Southeastern side of said right-of-way S. 42-52 W. 200 feet to the point of beginning. Subject, however, to the right-of-way or easement of Duke Power Company across said lots as shown on plat.

This is the same property devised to Clarence L. Johnson by his late wife, Cassie Sherman Johnson, for a more particular reference see Probate Court records for Greenville County, South Carolina, Apt. 962 File 17.