

SEP 13 2 32 PM 1978

BOOK 1093 PAGE 178

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & Horton, Attorneys at Law, Greenville, S.C.

OLLIE FANNING SMITH Paid in full and satisfied this 13th day of August, 1978

The State of South Carolina,

COUNTY OF Greenville

Witness:

John M. Flynn
James H. West

Joseph W. Johnson and Geraldine S. Johnson

SEND GREETING:

Whereas, we, the said Joseph W. Johnson and Geraldine S. Johnson

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. C. Smith, John M. Flynn and James H. West

hereinafter called the mortgagee(s), in the full and just sum of Five Hundred and No/100-----

-----DOLLARS (\$ 500.00), to be paid

at in Greenville, S. C., together with interest thereon from date hereof 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 8 day of October, 1967, and on the 8 day of each month of each year thereafter the sum of \$ 22.17, to be applied on the interest and principal of said note, said payments to continue up to and including the 8 day of August 19 69 and the balance of said principal and interest to be due and payable on the 8 day of September 19 69; the aforesaid monthly payments of \$ 22.17 each are to be applied first to interest at the rate of Six (6 %) per centum per annum on the principal sum of \$ 500.00 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 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 H. C. Smith, John M. Flynn and James H. West, Their Heirs and Assigns, Forever:

ALL that piece, parcel or lot of land in Oneal Township, Greenville County, State of South Carolina, located on the West side of the Pennington Road about eight miles north from the City of Greer, bounded on the north by lands of Sallie A. Crain, on the east by said road and Sallie A. Crain, on the south and west by lands of L. A. Pittman, containing 1.13 acres, more or less, and having the following courses

WILKINS & WILKINS ATTYS. INC. 9 1 09 PM '78
DORRIS S. TANKERSLEY
218 W. I. RICH. C. CLDG