CREFNY

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE 1 32 PH 183

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NOTE AND MORTGAGE TO REAL ESTATE

To All Whom These Presents May Concern:

SEND GREETING:

A PROPERTY OF

Whereas. I , the said debtor, Fred L. Newton,
in and by my certain promissory note in writing of even date with these
Presents, I am well and truly indebted to Floyd Newton and Marie Newton
in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars———
to be paid at Seventy (\$70.00) Dollars per month,

, with interest thereon from August 24, 1983

at the rate of 9% per centum per annum, to be computed and paid at Seventy (\$70.00)

Dollars per month

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 mortgagor/debtor, Fred L.

Newton

, in consideration of the said debt and

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

Floyd Newton and Marie Newton according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to them, the said mortgagees

, in hand well and truly paid by the said mortgagor

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 mortgagees, the below-described property:

All that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, near Woodside Mill, and near the corporate limits of the City of Greenville, known as Lot No. 98 (being 50 x .50) of a plat of a subdivision known as "Donwood", said plat being recorded in the Office of the RMC for Greenville County in Plat Book A, Page 462, reference to same, being hereby craved for a more particular description of said lot, and being the same lot of land conveyed to J. B. Alexander and Virginia Alexander by Grady Alexander as more fully appears in Apartment No. W-1609, File No. 3 of the Greenville County Probate Court, same being recorded on June 5, 1980.