

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

42181 PROBATOR—LARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. D. Williams

am well and truly indebted to

Josephine C. Newell

in the full and just sum of Forty-five Hundred & No/100

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable ~~on~~ ~~the~~ ~~day~~ ~~of~~ ~~the~~ ~~month~~ ~~of~~ ~~the~~ ~~year~~ ~~1943~~

~~XXXX~~ \$50.00 per month commencing one month from date, with a like amount on each and every month thereafter, which payment is to be applied first on interest and the balance on principal, balance due July 1st, 1943,

*Paid in full and satisfied
Sept. 12, 1946.
Josephine C. Newell*

SATISFIED AND CANCELLED OF RECORD
13⁷⁵ DAY OF Sept. 1946
Ollie Jamesworth
R.M.C. FOR GREENVILLE COUNTY, S.C.
17:28 P.M. NO. 16587

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That in the said J. D. Williams

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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

Josephine C. Newell

all that tract or lot of land in Greenville Township, Greenville County, State of South Carolina.

between Pendleton and Rhett Streets in the City of Greenville, as shown by Plat of Dalton & Neves, Engineers, recorded in Plat Book J, Page 178 R. M. C. office for Greenville County, and being more particularly described according to said Plat as follows:

BEGINNING at a stake, which stake is the Northeast corner of a lot this day conveyed by A. E. Morris and H. B. McKoy to James F. Davenport, and is on the South side of a 12 inch brick wall; and running thence with said Davenport line and along the South side of said 12 inch wall S. 71-54 W. 42 feet to a stake on the West side of a brick wall in line of property of Ethel Smith (Mrs. A. E.) Jones; thence with the Jones property and the West side of said wall N. 18-OW. 100.83 feet to the South side of a brick wall in line of property of the mortgagor; thence with line of property of mortgagor N. 71-28 E. 99.7 feet to a stake in line of property of Southern Railway Company; thence with said Railway line S. 38-30 E. 11.4 feet to the Northeast corner of lot heretofore conveyed by A. E. Morris and H. B. McKoy to Paul G. Cushman and Freddie C. Charlotte; thence with the Cushman and Charlotte line S. 72-OW 62.9 feet to Northwest corner of the Cushman and Charlotte line and on the West side of a brick wall; thence with their line S. 18-OE. 90.83 feet to the beginning.

Together with the right to tie on to and use the rear or Northern wall, which runs S. 72-OW of the Cushman and Charlotte property, and also to tie on to and use the Western wall of the Cushman and Charlotte property, which runs S. 18-OE. 90.83 feet, which rights were conveyed by A. E. Morris and H. B. McKoy to the mortgagor herein, and subject to the wall privileges or option to certain wall privileges given by Morris and McKoy to Ethel Smith (Mrs. A. E.) Jones by instrument dated August 5, 1938, and recorded in Deed Book 205, page 294, R. M. C. Office for Greenville County.

The above is the same property conveyed the mortgagor by A. E. Morris and H. B. McKoy by deed of even date herewith to be recorded, and this mortgage is given to secure a portion of the purchase price of the property herein conveyed, and it is the intention of the mortgagor to convey by this mortgage all wall rights and privileges acquired by the mortgagor, and also subject to all wall rights or privileges as set forth in the deed of this property to the mortgagor above referred to.