

State of South Carolina

FARNSWORTH R.M.C.

COUNTY OF GREENVILLE

ERIC W. JOHNSON

SEND GREETING:

WHEREAS, I the said Eric W. Johnson

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to (Dr.) J. E. Shaw in the full and just sum of FOURTEEN THOUSAND, FIVE HUNDRED AND NO/100 (\$ 14,500.00) DOLLARS, to be paid at his office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 5th day of May, 1952 and on the 5th day of each month of each year thereafter the sum of \$ 75.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the said principal indebtedness is paid in full; the aforesaid monthly payments of \$ 75.00 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 14,500.00 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 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 Eric W. Johnson, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said (Dr.) J. E. Shaw according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Eric W. Johnson in hand and truly paid by the said (Dr.) J. E. Shaw 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 (Dr.) J. E. Shaw, his heirs and assigns, forever:

All that lot of land with the buildings and improvements thereon situate on the Southeast side of Rutherford Road in the City of Greenville, Greenville County, S. C., shown as Lot No. 6 on Plat of Property of W. A. Bates made by C. M. Furman, Jr., Engineer, May 1932, and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "H", Page 285, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of Rutherford Road in the center of a brick wall at joint front corner of Lots 5 and 6, and running thence with the center of said wall and beyond with the line of Lot 5, S. 65-41 E. 148 feet to an iron pin; thence N. 29-30 E. 22.5 feet to an iron pin; thence N. 65-41 W. 150 feet to an iron pin on the Southeast side of Rutherford Road; thence with the Southeast side of Rutherford Road, S. 24-30 W. 22.28 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of (Dr.) J. E. Shaw, of even date, to be recorded herewith.

This mortgage is given to secure the unpaid portion of the purchase price of said property.