

BOOK 580 PAGE 240

DEC 3 10 57 AM

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

WHEREAS I, D. W. Johnson, am

well and truly indebted to

The Peoples National Bank as Trustee under Agreement with Josephine C. Newell

in the full and just sum of Seventy-Five Hundred and No/100 - - - - (\$7500.00)

Dollars, in and by my certain promissory note in writing of even date herewith, due and payable ~~xxx~~

~~xxxx~~

~~xxxx~~

\$200.00 per month until paid in full; payments first to be applied to interest and balance to principal,

with interest

from date at the rate of Six (6%) per centum per annum until paid; interest to be computed and paid monthly ~~annually~~, 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 I, the said D. W. Johnson

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 Peoples National Bank as Trustee under Agreement with Josephine C. Newell, its successors and assigns

all that tract or lot of land in

Greenville Township, Greenville County, State of South Carolina. on the South side of Rutherford Street in the City of Greenville, in an area recently annexed to the City of Greenville and known and designated as the front part of Lot No. 6 and a portion of the front part of Lot No. 7 as shown on plat recorded in the RMC Office for Greenville County in Plat Book "E", at page 219 and having the following metes and bounds:

BEGINNING at a point on the South side of said Rutherford Road, corner of lot conveyed by D. W. Johnson to Madge Garrett, which point is center line of a party wall and running thence with the South side of said Rutherford Road, S. 28-30 West 34.5 feet to a point, joint front corner of Lots 5 and 6; thence with the joint line of said lots 5 and 6, S. 66-00 East 71.5 feet to a pin on the North side of a driveway; thence with the North side of said driveway, N. 20-00 East 34.5 feet to the center line of a party wall; thence with the center line of said party wall, N. 65-30 West 67 feet to the point of beginning and being a portion of the property conveyed to D. W. Johnson by Grady L. Floyd, et al on April 2, 1945 and recorded in Deed Book 274, at page 77. Also an undivided right, interest and easement in and to the twenty foot alley or driveway lying immediately back of the premises hereinabove described and as shown on a plat made by W. J. Riddle, Surveyor, Oct. 16, 1944, with the right, privilege and easement to use a ten foot alley extending from the West end of alley or driveway hereinbefore described along the Western side of the rear of said lot side of Lot 88 to South Woodside Circle; said alley to always be kept open for the use of the Mortgagor and Mortgagee and all other parties owning property thereon, their heirs and assigns from said South Woodside Circle to rear of premises herein.

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as per mortgage agreement
with Josephine C. Newell
Francis B. ...
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