COUNTY OF GREENVILLE (

600K 1050 PAGE 257

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, R. M. CAINE & BLAKE P. GARRETT, AS TRUSTEES

OCTIVER MCPHERS NOT SECTION OF THE GOING FARIS, THOMAS R. JOHNSON, SR., THOMAS R. JOHNSON, SR., THOMAS R. JOHNSON, JR., ELIZABETH JOHNSON MAHON, EVELYN JOHNSON LECOURAS, FRANKLIN F. THOMAS R.

JOHNSON (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated Ninety Thousand and No/100----herein by reference, in the sum of

----- Dollars (\$90.000.00 ) due and payable in accordance with the terms and conditions of that certain note given by the Mortgagors to the Mortgagees herein of even date hereof, which is incorporated herein by reference and made a part hereof as though fully set forth;

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL those pieces, parcels or tracts of land situate, lying and being on the Northeastern side of Poinsett Highway (New Buncombe Road or U. S. Highway No. 25) near the City of Greenville, Greenville County, South Carolina, being known and designated as a 57.5 acre tract and as the "Gradie Floyd Lot" (containing .72 acres, more or less), as shown on a Plat thereof prepared by C. C. Jones, dated November, 1957, entitled "Floyd Property", recorded in the RMC Office for Greenville County, S. C., in Plat Book 000, pages 72 and 73, and being more fully described by metes and bounds in a deed from the Mortgagees herein to the Mortgagors as Trustees, of even date hereof, reference to which is hereby craved, less, however, an undivided one-half interest in and to a portion of the Gradie Floyd Lot conveyed to Henry C. Templeton, by deed recorded in the RMC Office for said County and State in Deed Book 206, page 413.

The Mortgagors as Trustees have executed this mortgage and the note which the same secures pursuant to the terms and conditions of trust contained in a deed to the above described property from the Mortgagees to the Mortgagors herein, this being a purchase money mortgage.

The Mortgagors hereby reserve and are granted the irrevocable right to have released from time to time from the lien of this mortgage any part of the property hereinabove described on the following price and acreage basis: (1) as to any property above described lying within 1,000 feet of Poinsett Highway (U. S. Highway #25) by payment by the Mortgagors to the Mortgagees, or their agent, of the sum of \$4,500.00 per acre; and (2) as to any part of the property above described other than that covered by the terms of Paragraph (1) above, by payment by the Mortgagors to the Mortgagees, or their agent, of the sum of \$3,000.00 per acre; all payments made in obtaining said releases shall not prepay any annual payments of principal or semi-annual payments of interest due under the terms of the note which this instrument secures, but said release payments shall be deducted from the principal balance due on the final or third annual payment of principal due hereunder.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

	A. Johnson, Sr., Franclia I. Johnson.  La Summent recorded & Elizabeth Johnson.  La Summent of Makon + Evelyn.
Thomas R. Johnson, Sr. assi	igne the interest he has in the exone above as named:
SATISFIED AND CANCELLED OF RECORD	of Natisfaction to
DAY OF March 19 9/ Ollie Farnsworth  R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:18 O'CLOCK P. M. NO. 20221.	Du B. E. M. Book 1/82 gage 331.