THE STATE OF SOUTH CAROLINA

JAN 9: 11 DB AM 1954 BOOK 583 PAGE 169

COUNTY OF GREENVILLE

BLLIE FARNSWORTE R. M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, , the said Edith M. Johnson and J. A. Johnson

in and by our certain **promissory**

note in writing, of even date with these

Presents,

well and truly indebted to O. J. Deal and W. E. Rackley

in the full and just sum of Seven Hundred and Eighty Four Dollars (\$784.00)

, to be paid three (3) years from date, in quarterly installments of Seventy-Seven Dollars (\$77.00). The first payment being due March 15, 1954.

, with interest thereon from date

at the rate of per centum per annum, to be computed and parks annually

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 we

, the said

Edith M. Johnson and J. A. Johnson

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said 0. J. Deal and

W. E. Rackley

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said Edith M. Johnson and

J. A. Johnson , in hand well and truly paid by the said O. J. Deal and W. E. Rackley 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 0. J. Deal and

W. E. Reckley, all that piece, parcel or tract of land described as follows:

Lot No. 14 as shown on a plat of Rutherford Park, recorded in Plat Book P, at Page 109, and more particularly described as follows:

Beginning at an iron pin in the South side of Rutherford Road the joint corner of Lots 13 and 14, and running thence with the joint line of said lots S.17.30 E. a distance of 145 feet to an iron pin rear corner of Lot 15; thence along line on to Lot 30 N. 72-30 E. 45 feet to an iron pin at the rear corner of Lot 15; thence along the line common with Lot 15 N. 17-30 W. 145 feet to an iron pin in the south side of Rutherford Road; thence along Rutherford Road S 72-30 W. 45 feet to the point of beginning. This is the property conveyed to Edith Johnson by R. L. Lattimore, by deed recorded in Vol. 477, at page 77.

This mortgage is subject to a mortgage given to Fidelity Federal Savings & Loan Co. in the amount of Four Thousand Dollars (\$4,000.00) recorded in Book 574 at page 87; this mortgage has been replaced by a mortgage in the sum of \$4500.00 given to the Fidelity Federal Savings & Loan Company, on or about December 2, 1953.