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MORTGAGE OF REAL ESTATE-Form Prepared by Hayneworth, Perry; Bayes, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

GREENVILLE.CO. S. C.

The State of South Carolina,

HA 24 3 58 PH '72

County of GREENVILLE

OLLIE FARNSWORTH R.M.C.

To All Whom These Presents May Concern:

James B. Newman

SEND GREETING:

Whereas, I , the said James B. Newman

in and by a certain promissory

note in writing, of even date with these

presents, am well and truly indebted to Hugh B. Croxton and H. Caldwell Harper

in the full and just sum of Eleven Thousand Seven Hundred Fifteen (\$11,715.00) ----

Dollars , to be paid Five Thousand Eight Hundred Fifty-seven and 50/100-- (\$5,857.50) Dollars one year from date and the balance of Five Thousand Eight Hundred Fifty-seven and 50/100 (\$5,857.50) Dollars two years from date,

, with interest thereon from date

at the rate of Eight per centum per annum, to be computed and paid semi-annually, beginning six months from the date hereof 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, then 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 or 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 attorney's 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 James B. Newman

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Hugh B. Croxton and H. Caldwell Harper

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

consideration of the further sum of Three Dollars, to me , the said James B. Newman

; in hand well and truly paid by the said Hugh B. Croxton and H. Caldwell Harper

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 Hugh B. Croxton and H. Caldwell Harper, their heirs and assigns:

All that piece, parcel or lot of land situate, lying and being on the Southwestern corner of the intersection of Raven Road and Wellesley Way near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 48 as shown on a plat of Sheet No. 4 of Huntington Subdivision, prepared by Piedmont Engineers and Architects, dated May 4, 1968, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book WWW at page 23, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Rayen Road at the joint front corner of Lots Nos. 48 and 49 and running thence with the line of Lot No. 49 S. 89-14 W. 379.67 feet to an iron pin in the line of Lot No. 59; thence with the line of Lot No. 59; the lot No. 5