

Vol.

MORTGAGE OF REAL ESTATE—G. R. E. M. 5

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Virginia W. Payne, William E. Payne, Joseph E. Payne, Walter E. Payne and Jack B. Payne,

are well and truly indebted to

Josephine C. Newell

in the full and just sum of FIVE THOUSAND

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

in monthly instalments of \$41.67, commencing August 15, 1947 and continuing on the 15th day of each and every month thereafter until paid in full, with the right to anticipate payment in part or in full at any curtailment payment date.

Paid and satisfied in full this the 22nd Day of August 1953.

Witness:

Josephine C. Newell, Elizabeth R. Austin, Frank B. Johnson

SATISFIED AND CANCELLED OF RECORD 24th DAY OF August 1953 Ollie J. Armstrong R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:40 O'CLOCK P. M. NO. 18871

with interest from date at the rate of five (5) per centum per annum until paid; interest to be computed and paid monthly, and if unpaid when due to bear interest at same rate as principal until paid, and we 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 we the said Virginia W. Payne, William E. Payne, Joseph E. Payne, Walter E. Payne and Jack B. Payne,

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 us 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 Josephine C. Newell Township, Greenville County, State of South Carolina All those two pieces, parcels, lots or tracts of land described as follows:

Tract No. 1: Lying, situate and being in Grove Township, on both sides of the Fork Shoals Road, about 10 miles from Greenville County Courthouse, and having the following metes and bounds:

BEGINNING at a rock 3x at the south of a field on the Fork Shoals Road and running thence along said road North 35 West 9 chains 25 links to a RO 3x; thence N. 81 E. 50 to a stake; thence N. 40 W. 24.40 to a rock; thence S. 63 E. 11.58 to a P.O. 3x; thence S. 80 W. 9.70 to a B.O. 3x; thence N. 85 W. 7.50 to a stake 3x on a branch; thence down said branch S. 20-2/3 W. 18.40 to a stake in ditch; thence S. 67 1/2 E. 1.23 to a W.O. 3x; thence S. 47 1/2 W. 2.80 to a W.O. 3x; thence S. 21 1/2 W. 6.20 to a hickory 3x; thence N. 73 W. 1.30 to a Willow 3x at creek; thence down the creek and old creek line to a Persimmon tree 3x; thence S. 41 W. 4.50 to a rock; thence S. 61 W. 2.45 to a rock; thence S. 7 1/2 E. 8.96 to a rock; thence N. 76 E. 4.74 to a rock; thence N. 3 W. 50 links to old creek line thence down the old creek line at a Willow near a ditch; thence S. 59-3/4 E. 62 chains to the beginning corner, containing 202 acres, more or less, and being the same property conveyed to Virginia W. Payne by Wilson D. Roberts, deed dated Dec. 30, 1931, recorded in Volume 163, Page 168.

Tract No. 2: Lying, situate and being in Greenville Township, on the North side of the Augusta Road, about one mile south of Greenville City limits, and being known and designated as a part of lot No. 65 of the sub-division of the Able & Rasor property, plat of which is recorded in the office of Register Mesne Conveyance in and for said State and County in Plat Book E at Page 153, and having a frontage of 77.25 feet on the Augusta Road, and a depth along parallel lines of 200 feet, and being all of said lot No. 65, except for a 5-foot strip on the Western side thereof, cut off and used for the widening of Club Drive, and being the same property conveyed to W.E. Payne et al by deed of C.R. Brown dated January 24, 1946 and recorded in said Register's Office in Deed Book 286, Page 23.

ALSO, all pasturizing machinery and equipment, all trucks, dairy equipment & farm machinery now owned by the mortgagors and which may hereafter be acquired and placed upon the premises.

It is agreed that in the event any instalment due on the note secured by this mortgage becomes delinquent for more than 30 days, or in the event taxes go into execution the interest rate will immediately increase from 5% to 7% and remain at 7% until the delinquency or taxes have been brought up to date.

It is understood that this is a second mortgage over the within premises, the first mortgage being held by the mortgagee herein.

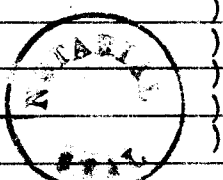
STATE OF COLORADO COUNTY OF LARIMER

PERSONALLY appeared before me H. Max Hunter and made oath that he saw the within named Walter E. Payne sign, seal and as his act and deed deliver the within writtendeed and that he with Dewey J. Keeper witnessed the execution thereof.

SWORN to before me this 15th day of July, 1947

H. Max Hunter

George Stanfill (L.S.) Notary Public for Colorado



To re-order this form order by number 46403 WALKER, EVANS & COGSWELL COMPANY — Telephone 3-5371, Charleston, S. C.