

State of South Carolina

COUNTY OF Greenville

To All Whom These Presents May Concern:

We, C. A. Darby and Vera C. Darby

SEND GREETING:

WHEREAS, we the said C. A. Darby and Vera C. Darby in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Eight Hundred & 00/100--- (\$ 800.00) Dollars, with interest from the date hereof at the rate of seven per cent (7 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

Twelve & 80/100----- (\$ 12.80) dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said C. A. Darby and Vera C. Darby, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING & LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Oaklawn Township, on the West side of U.S. Highway # 29, and known and designated as Lots Nos. 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of the T. D. Bennett Subdivision, as shown by plat made by G. Sam Lowe, registered C.E. dated August 24, 1948, and recorded in the R.M.C. Office for Greenville County in Plat Book S Page 143- reference to the above plat will furnish full details as to courses and distances. This being a piece, parcel or part of land conveyed to us by Edgar Boyce and Nathalee Boyce, said deed to be recorded.

TOGETHER WITH all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, its successors and assigns, forever.

And we do hereby bind ourselves and our Heirs, Executors, and Administrators to warrant and forever defend all and singular the said Premises unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns, from and against our Heirs, Executors, Administrators and assigns, and every person whomsoever lawfully claiming the same, or any part thereof.

AND we do hereby agree to insure the house and buildings on said lot in a sum not less than Eight Hundred----- Dollars fire insurance, and not less than Eight Hundred----- Dollars windstorm insurance, in a Company or Companies acceptable to the Mortgagee, and to keep the same insured from loss or damage by fire and/or windstorm, and do hereby assign the policy or policies of insurance to the said Mortgagee, its successors and assigns, to the extent of its interest therein; and in the event we should at any time fail to insure said premises, or pay the premiums therein, then the said Mortgagee, its successors or assigns, may cause the said houses and buildings to be insured in the owner's name(s), and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest thereon.

paid in full Nov. 30, 1949

Citizens B & L Association
Greer, S.C. B.D. Bennett, Treas

Dec. 1949
Gladie Farnsworth
1:30 P.M. #28484

Witness:
Edna H. White
E.C. Baird, Secy