

FILED

888: 878 PAGE 60

The State of South Carolina,

DEC 29 10 18 AM 1961

County of GREENVILLE

COLLEGE PARK NORTH S. C.

To All Whom These Presents May Concern:

J. B. SMITH AND RUBY LEE SMITH

SEND GREETING:

Whereas, we, the said J. B. Smith and Ruby Lee Smith

hereinafter called the mortgagor(s)

in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to Farmers Bank of Simpsonville, S. C.

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Seven Hundred and no/100 ----- DOLLARS (\$ 3,700.00 ), to be paid

one year from date,

with interest thereon from date

at the rate of six (6%) percentum per annum, to be computed and paid

monthly

until paid in full; all interest not paid when due to bear interest at the 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 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(s) promise 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 we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 FARMERS BANK OF SIMPSONVILLE, S. C., ITS SUCCESSORS AND ASSIGNS:

All that certain piece, parcel or lot of land, situate, lying and being in Butler Township, County of Greenville, State of South Carolina, located on the north west side of the Five Forks-Bennetts Bridge Road, adjoining lands of F. S. Bayne, W. E. Reid, et al., and being more particularly described as follows:

BEGINNING on Dan Fowler's line on west side of road and running thence along road, N 70-45 E, 160 feet to corner; thence N 13 W, 190 feet to corner; thence S 70-45 W, 160 feet to corner on Dan Fowlers; thence S 13 E, 190 feet to the beginning corner and being the same lot of land conveyed to the mortgagors herein by F. S. Bayne by deed recorded in Deed Volume 284 at page 323, dated November 28, 1945.