

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.

State of South Carolina

FEB 19 12 21 PM 1963

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

To All Whom These Presents May Concern:

We, Kenneth Smith & Peggy H. Smith

SEND GREETING:

WHEREAS, we the said Kenneth Smith & Peggy H. Smith

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 **Seventeen thousand, five hundred and no/100 - - - (\$ 17,500.00 )** Dollars, with interest from the date hereof at the rate of **six** per cent ( **6 %** ) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

**One hundred seventy-five and no/100 - - - - - (\$ 175.00 )** 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 Kenneth Smith and Peggy H. Smith, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND 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, Chick Springs Township, near the city limits of Greer, S. C., and being known and designated as Lot No. 45 on plat of Brookwood Subdivision, prepared by B. B. Waters, Jr., Surveyor, Oct. 14, 1958, and recorded in the Office of the R. M. C. for Greenville County in Plat Book QQ, Page 21, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Ridgecrest Circle, joint front corner of lots 45 and 46, and running thence along the joint line of said lots, S. 51-09 E., 229.2 feet to an iron pin, joint rear corner of lots 45 and 46; thence along the line of property now or formerly of Lloyd Hunt, N. 2-02 E., 380.1 feet to an iron pin, joint rear corner of lots 45 and 44; thence along the joint line of said lots; S. 49-45 W., 284.2 feet to an iron pin on the southeast side of Ridgecrest Circle, joint front corner of lots 45 and 44; thence along the southeast curve of Ridgecrest Circle, the chord of which is S. 31-15 E., 33.6 feet, and S. 1-15 W., 33.6 feet to the point of beginning. Being a portion of the property conveyed to G. Hayes and Alice Shanklin Hayes by Mrs. E. H. Shanklin by deed dated July 22, 1946 and recorded in the Office of the R. M. C. for Greenville County in Deed Book 302, Page 290. This is the same property conveyed to us by G. Hayes and Alice Shanklin Hayes by deed dated February 24th, 1962, and recorded in Book 696, page 145, Greenville County R. M. C. Office.

ALSO: all 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, Chick Springs Township, in the new City Limits of Greer, lying on the north side of Old U. S. Highway No. 29 (now West Poinsett Drive), being shown and designated as all of Lot No. 39 on Plat of Property of Planters Saving Bank of Greer, S. C., said plat prepared by H. S. Brockman, Surveyor, and recorded in the office of the R. M. C. for Greenville County in Plat Book "J" at page 22 and 23, and being the same property that was conveyed to J. S. Dillard by deed from W. R. Houseman, October 30th, 1944, recorded in Deed Book 268 at page 439, said lot having the following courses and distances, to-wit:

BEGINNING on an iron pin on the north side of said Poinsett Drive, joint corner of lots 38 and 39, and runs thence with the common line of said two lots, N. 12-00 E., 175 feet (over)