

GREENVILLE
APR 12 11 05 AM 1963

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, James A. Howell and Maxine D. Howell SEND GREETINGS:

WHEREAS, we the said James A. Howell and Maxine D. Howell

in and by our certain promissory note, in writing, of even date with these presents, are well and truly indebted to WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION in the full and just sum of THIRTEEN THOUSAND and no/100--- (\$ 13,000.00) Dollars, with interest at the rate of six (6 %) per centum per annum, to be repaid in installments of

Ninety-three and 13/100--- (\$ 93.14) Dollars upon the first day of each and every calendar month, hereafter until the full principal sum, with interest, has been paid. Said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a ten per cent attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible, as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we the said James A. Howell and Maxine D. Howell

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the terms of said note, and also in consideration of the further sum of Three Dollars to us, the said

James A. Howell and Maxine D. Howell in hand well and truly paid by the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION 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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Chick Springs Township, near the city limits of Greer, on the Northwest side of Lee Circle, and being shown as lot number Eighteen (18) on a plat entitled "Maple Heights" made for Lee G. Smith Estate by H. S. Brookman, Surveyor, dated Aug. 29, 1948 and recorded in the R. M. C. Office for Greenville County in Plat Book MM, page 31, and having the following metes and bounds according to said plat, to-wit: Beginning at a stake on the northwest side of Lee Circle at the joint front corner of lots 17 and 18 and runs thence N. 61-34 W. 227 feet as the common line of said lots to a point on the line of the Howard property, joint rear corner of said lots; thence S. 38-02 W. 101.5 feet along the Howard property to the joint rear corner of lots 18 and 19; thence S. 61-34 E. 240.6 feet as the common line of lots 18 and 19 to a stake on the Northwest side of Lee Circle; thence N. 30-15 E. 100 feet along the Northwest side of Lee Circle to the beginning corner. This being a part of the property which was conveyed to Wilburn H. Toole and Belle W. Toole by deed recorded in the said R. M. C. Office in Deed Book 609, page 517. And being the same property which was conveyed to Elmer S. Wilson by Wilburn H. Toole and Belle W. Toole by deed dated March 21, 1963, which deed will be recorded forthwith in the said office. And being the same property which was conveyed to mortgagors herein by Elmer S. Wilson by deed which will be recorded forthwith in the said office. For a more particular description see the aforesaid plat.