

GREENVILLE CO. S. C.
APR 18 11 01 AM 1963

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, James K. Smith and James O. Bennett SEND GREETINGS:

WHEREAS, we the said James K. Smith and James O. Bennett

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 TWELVE THOUSAND and no/100--- (\$ 12,000.00) Dollars,

with interest at the rate of SIX (6%) per centum per annum, to be repaid in installments of

One Hundred One and 27/100--- (\$ 101.27) 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 K. Smith and James O.

Bennett

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 K. Smith and James O. Bennett

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, on the north side of Benjamin Avenue, about one mile southeard from the City of Greer, Chick Springs Township, and being Lot No. 22 in Brookhaven, property of the Dobson Estates, according to survey and plat by H. S. Erockman, Registered Surveyor, dated December 12, 1957, amended September 1, 1959, recorded in the R. M. C. Office for Greenville County in Plat Book RR, page 41, and having the following courses and distances, to-wit: Beginning at an iron pin on the north side of Benjamin Avenue, corner of Lots Nos. 21 and 22, and running thence along the line of said lots, N.10-55 E.170 feet to an iron pin at the rear corner of Lot No. 8; thence along the line of Lot No. 8, N.79-25 W. 100 feet to an iron pin, corner of Lot No. 23; thence along line of Lot No. 23, S.10-55 W.170 feet to an iron pin on the north side of Benjamin Avenue; thence along said Avenue, S.79-25 E.100 feet to the beginning corner. This is a portion of the property which was conveyed to Lawrence M. Dobson and Roy M. Dobson, Trustees of the R. A. and I. B. Dobson Estates by deed which has been recorded in the R. M. C. Office for Greenville County in Deed Book 620, page 243. And being the same property which was conveyed to mortgagors herein by Lawrence M. Dobson and Roy M. Dobson, Trustees of the R. A. and I. E. Dobson Estates by deed dated January 29, 1963, which deed will be recorded forthwith in the said office.

Satisfied & cancellation authorized
Dated 7-9-63 Woodruff Federal
Savings & Loan Ass.

SATISFIED AND CANCELLED OF RECORD
11 DAY OF July 1963
Ellis Johnson
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:28 O'CLOCK A.M. NO. 1520

Witness:
Virginia Hunter
W. M. Swink
By: *W. P. Jones*
Secy. Treas.