

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF SPARTANBURG GREENVILLE

MAR 17 3 11 PM 1964
ELLIE FARRISWORTH
R.M.C.

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R. M. C.
1964 MAR -6 PM 1:03
SPARTANBURG CO.

BOOK 952 PAGE 324

To All Whom These Presents May Concern:

We, Joe K. Smith, Jr. and Joe K. Smith and Margaret G. Smith SEND GREETING:

WHEREAS, we the said Joe K. Smith, Jr. and Joe K. Smith and Margaret G. 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 Seven thousand seven hundred and no/100 - - - - (\$ 7,700.00) 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

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 Joe K. Smith, Jr. and Joe K. Smith and Margaret G. 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 Spartanburg, Reidville Township, branch waters of Abner's Creek, bounded now or formerly by lands of J. O. Hendrix, E. O. Cox, Edwin Smith, Westmoreland and Leonard, and being shown by plat made for H. B. Scott by Terry T. Dill, surveyor, dated Feb. 29, 1964, and having metes and bounds according to said plat, to wit:

BEGINNING at a point on Northern side of road and running thence N. 56-00 W., 2112 feet to an iron pin, corner of Hendrix; thence N. 32-15 E., 719.0 feet still with Hendrix to an iron pin; thence S. 82-45 E., 1719 feet still with Hendrix (crossing road) to an iron pin or stake on the line of Edwin Smith; thence S. 75-00 E., 1098 feet with Smith (crossing branch) to a point; thence S. 6-00 W., 264 feet to a stone; thence S. 53-15 W., 338 Feet to an iron pin; thence S. 33-15 E., 490.4 feet to a stone; thence S. 53-04 W., 431 feet to center of a road (iron pin set back on East side of road); thence N. 6-15 W., 136.5 feet with the center of road; thence N. 13-00 W., 200 feet with center of road; thence leaving road and running thence S. 58-55 W., 269 feet; thence S. 62-55 W., 100 feet; thence S. 70-00 W., 300 feet; thence S. 63-55 W., 100 feet; thence N. 42-30 W., 30 feet to the northern side of first mentioned road; thence along the Northern side of road S. 53-15 W., 316.8 feet to the beginning corner and containing 77.15 acres more or less and being a part of the same conveyed to H. B. Scott by William T. Hendrix by deed recorded in deed book 23, page 380, Spartanburg County R. M. C. Office. This is the same property conveyed to Joe K. Smith, Jr. by H. B. Scott by deed dated March 6, 1964 to be recorded.

ALSO: All that piece, parcel or lot of land in Fairview Township, Greenville County, South Carolina, containing Eighty-one (81) acres, more or less and having the following courses and distances, to-wit:

BEGINNING on a stone on the Lucuan Gray line, now William Tollison and Dewitt Pressley line and running thence S. 5 1/2 E. 31.55 to a sassafras stake; thence S. 74 W. 22.50 to a willow stake on bank of creek; thence with the said creek 24.12 to a poplar; thence in a Northeasterly direction to a stone; and Spanish Oak; thence N. 19 E. 3.35 to a stone; thence S. 85 E. 18.00 to the beginning corner; bounded by lands of said Pressley and Tollison, B. A. Harrison on the East; West Virginia Pulpwood Co. on the South; Marcus

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