

GREENVILLE CO. S. C.

State of South Carolina 1 32 PM '69

COUNTY OF GREENVILLE OLLIE FARNSWORTH R.M.C.

To All Whom These Presents May Concern:

We, Harold D. Kirby and Marilyn S. Kirby SEND GREETING:

WHEREAS, we the said Harold D. Kirby and Marilyn S. Kirby 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 ten thousand and no/100 - - - - - (\$ 10,000.00) 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

eighty nine and 89/100 - - - - - (\$ 89.89) 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 Harold D. Kirby and Marilyn S. Kirby, 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 mortgagors 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, and being on the East side of Tindal Road, near the City of Greenville, being known and designated as Lot No. 27, Map No. 1, Sans Souci Heights, as per plat thereof recorded in the R. M. C. office for Greenville County, South Carolina, in Plat Book W, page 155, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of Tindal Road, joint front corner Lots Nos. 26 and 27, said iron pin being 210 feet North of iron pin in the North eastern intersection of Tindal Road and Mount Pleasant Avenue, and running thence S. 81-05 E. 225.6 feet to an iron pin; thence S. 62-50 W. 132.8 feet to an iron pin; thence N. 76-40 W. 110 feet to an iron pin on the East side of Tindal Road; thence along the East side of Tindal Road N. 5-23 E. 20 feet to an iron pin; thence continuing along the East side of Tindal Road N. 0-28 E. 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to us by J. A. Cannon, Jr. by Deed dated March 24th, 1952 recorded in Deed Book 453, page 341 in the R. M. C. Office for Greenville County.