

FEB 4 2 26 PM '70

RECORDED R. M. C.

1970 JAN 27 PM 2:03

State of South Carolina FARMWORTH R. M. C. COUNTY OF SPARTANBURG & GREENVILLE

To All Whom These Presents May Concern:

I, Theron Leroy Fisher

SEND GREETING:

WHEREAS, I the said Theron LeRoy Fisher

in and by my certain promissory note in writing of even date with these Presents, am well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of

Ten Thousand Five Hundred and no/100 - - (\$ 10,500.00 ) Dollars,

with interest from the date hereof at the rate of eight per cent ( 8 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

One Hundred and 35/100 - - - - - (\$ 100.35 ) 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 I the said Theron Leroy Fisher

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 me 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, located in Holly Springs Community, on the Eastern side of Nodine Road and having the following courses and distances according to survey and plat by S. D. Atkins and W. N. Willis, surveyors, dated 12-17-69, which plat is to be recorded herewith, to wit:

BEGINNING at an old nail in the center of Nodine Road at corner of N. J. Fisher and running thence N. 23-50 W., 225 feet along the center of said road to an iron pin; thence N. 66-30 E., 22 feet to iron pin on the eastern side of said road, thence on the same course for a total distance of 250 feet along the H. L. Fisher Estate; thence S. 23-50 E., 225 feet along H. L. Fisher Estate; thence S. 66-30 W., 250 feet along H. L. Fisher Estate and N. J. Fisher to center of said road (iron pin set back 22 feet on eastern side of road) and containing 1.5 acres more or less.

This is the same property conveyed to Theron Leroy Fisher by H. L. Fisher by deed recorded in deed book 29 S page 593, Spartanburg County R. M. C. Office.

RECORDED