

State of South Carolina

JUL 17 11 32 AM '70

RECORDED

COUNTY OF SPARTANBURG  
GREENVILLE

OLIE FARNSWORTH  
R.H.C.

1970 JUL -2 PM 12: 56

R.M.C.  
SPARTANBURG, S.C.

To All Whom These Presents May Concern:

We, James H. Gilliard and Geraldine F. Gilliard

SEND GREETING:

WHEREAS, we the said James H. Gilliard and Geraldine F. Gilliard 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 seventeen thousand five hundred and no/100 - - (\$17,500.00 ) 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 sixty seven and 25/100 - - - - - (\$ 167.25 ) 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 James H. Gilliard and Geraldine F. Gilliard, 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, Beech Spring Township, located near Greer, S. C. just off Gap Creek Road and being shown and designated as all of lot number Thirty Nine (39), on plat of Country Club Estates, made by Carolina Engineering & Surveying Co. dated November 1963, recorded in plat book 52 pages 170 through 172, inclusive, having a front on the South side of Peachtree Street, of 125 feet a rear of 125 feet, east side line being 215.3 feet and west side line being 225.5 feet, reference is hereby made to said plat for a more complete description.

This is the same property conveyed to us by C. S. Mattox and Wilson M. Dillard by Deed dated June \_\_, 1970 to be recorded in the R. M. C. Office for Spartanburg County.

ALSO: All 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, O'Neal Township, contiguous to Cunningham Lake near the City of Greer, South Carolina, as being shown on plat of property prepared by Jones Engineering Services, Greenville, South Carolina, dated July 26, 1966, less however, that northeasterly portion previously conveyed to Bobby Morrow and shown by new line of said plat labeled amended line, said portion containing approximately one-half acres, more or less, and being further described as follows:

BEGINNING at a point in center of County Road and running thence as common line with Styles property, S. 2-30 E. approximately 215 feet to highwater mark on said Cunningham Lake and running thence with said mark N. 66-25 W. 174 feet to a point; thence N. 68-45 W. 127.5 feet to a point along 850 contour water right line; thence N. 73-04 W. 107.4 feet to a point along Lake Cunningham; thence N. 54-44 W. 67.2 feet along water right line; thence N. 31-51 W. 59.5 feet to a new point, corner of Bobby Morrow property; thence as a new line along said Bobby Morrow property

(Continued)