

State of South Carolina

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. O.

MAR 22 1 20 PM '71

OLLIE FARNSWORTH R. M. C.

To All Whom These Presents May Concern:

We, Marshall A. Sherbert and Gertrude T. Sherbert SEND GREETING:

WHEREAS, we the said Marshall A. Sherbert and Gertrude T. Sherbert 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 eight per cent ( 8 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

one hundred twenty one and 33/100 (\$ 121.33 ) 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 Marshall A. Sherbert and Gertrude T. Sherbert, 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 Greenville, Chick Springs Township, on the West side of Poplar Drive (formerly New Pelham Road) in the City of Greer, and being Lot No. 44 (forty four) of the property of W. C. Smith according to survey and plat by H. S. Brockman, Surveyor, Dated May 25, 1936, and having the following courses and distances to-wit: (Plat Book T page 10)

BEGINNING at a stone on the west side of Poplar Drive, northeast corner of said lot and running thence N. 73-12 W. 176.7 feet to an iron pin; thence S. 1-30 W. 107 feet to an iron pin, corner of lot No. 43; thence along the line of Lot No. 43, S. 88-30 E. 170 feet to the West side of Poplar Drive; thence with the said drive, N. 1-30 E. 60.2 feet to the beginning corner.

This is the same property conveyed to W. H. James and Ruby James by Deed recorded in deed book 789 at page 276 R. M. C. Office for Greenville County.

This is the same property conveyed to us by W. H. James and Ruby James by Deed dated March 1st, 1971 to be recorded in the R. M. C. Office in Greenville County.

ALSO: All that piece parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State and County aforesaid Chick Springs Township, and having the following courses and distances:

BEGINNING at a point on New Pelham Road, and running thence S. 28-W. 1 133 feet to an iron pin on T. B. Snow Line; thence with the Snow line S. 74 E. 124 1/2 feet to an iron pin on said New Pelham Road; thence with said Road N. 1/2 E. 97 1/2 feet in bend of said road new culvert; thence with said road N. 47 W. 80 1/2 feet to the beginning corner and being the same land conveyed to G. W. Neely, Jr. by deed recorded in the Office of R. M. C. in Deed Book 180 at page 182 for Greenville County.

This is the same property conveyed to us by G. W. Neely, Jr. by deed dated December 31st, 1965 recorded in the R. M. C. Office for Greenville County in Deed Book 820, page 487.