

State of South Carolina

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C. APR 7 2 02 PM '71 OLLIE FARNSWORTH R.M.C.

To All Whom These Presents May Concern:

A. R. Smith and Kathleen Smith

SEND GREETING:

WHEREAS, we the said A. R. Smith and Kathleen 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 and No/100 - - - - - (\$ 7,000.00 ) 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

Sixty Six and 90/100 - - - - - (\$ 66.90 ) 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 A. R. Smith and Kathleen 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 Greenville, Greer Township, approximately five miles north of Greer on the west side of Cripple Creek Road, containing 15.42 acres and being shown and designated as Tracts No. 1 and 2 on a survey entitled Property of A. R. and Kathleen Smith, dated March 23, 1971, by John A. Simmon, R. L. S., to be recorded herewith, and having according to said plat the following metes and bounds, to wit:

Beginning at an old nail in the center of Cripple Creek Road (iron pin at 24 feet) and running thence N. 76-35 W. 212 feet to an old iron pin; thence N. 73-25 W. 174 feet to an iron pin; thence N. 42-30 W. 432.1 feet to an old stone; thence N. 78-12 W. 649.3 feet to an old iron pin; thence N. 33-52 E. 944.5 feet to an old iron pin; thence N. 76-18 E. 255.6 feet to a nail in center of Cripple Creek Road (iron pin at 27.5 feet); thence along and with the center of Cripple Creek Road as the line S. 14-00 E. 84.6 feet, S. 19-20 E. 100 feet, S. 13-34 E. 55 feet, S. 7-14 E. 500 feet, S. 11-04 E. 100 feet, S. 17-19 E. 131.7 feet, S. 24-37 E. 100 feet, S. 35-37 E. 100 feet, S. 39-06 E. 100 feet, S. 44-27 E. 100 feet, S. 50-37 E. 100 feet, S. 36-42 E. 79.7 feet to the point of beginning.

This is the same property conveyed to us by deed of Elbert P. Walls, said Deed dated March 24th, 1971 to be recorded in the R. M. C. Office for Greenville County.

Also, All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, about one half mile southwest from Greer, S. C., lying on the South side of Jones Avenue, being a part of the same land that was conveyed to Alcie V. Cox by W.E. Cox by deed recorded R. M. C. Office for said County in Deed Book 524, at page 281, and being more particularly described as follows:

Beginning at a nail in the center of the junction of Jones Avenue and Golf Street and running thence with the center of said Golf Street, S. 55-00 E. 111 feet to a nail in the center of Golf Street; thence S. 34-45 W. 125 feet to an iron pin on line of W. E. Cox subdivision; thence with the line of the subdivision N. 34-30 W.