

OLLIE EARNSWORTH
State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, James Harold Smith

SEND GREETING:

WHEREAS, I the said James Harold Smith

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 Four Thousand Five Hundred and No/100 - - - - - (\$ 4,500.00) 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

Forty Eight and 72/100 - - - - - (\$ 48.72) 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 James Harold 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 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 Greenville, Chick Springs Township, about one mile southwest from the City of Greer, S. C., lying on the northeast side of a new road, and being a part of the same tract of land that was conveyed to J. Waymon Smith by deed from the E. C. Bailey Estate, and having the following courses and distances, to wit:

BEGINNING on a point in the center of the said new road (iron pin under fill in road), joint corner of the one half acre being conveyed to J. Waymon Smith; April 22nd, 1952, by deed from I. B. Dobson and R. A. Dobson Estate, and runs thence with the center of said new road, S. 40-00 E. 215.6 feet to a point in the said road; thence N. 50-00 E. 18 feet to a stake or iron pin on the bank of the said road, then continuing with the same course for a total distance of 208.6 feet to a stake or iron pin; thence N. 40-00 W. 182.9 feet to a stake or iron pin about 15 feet south from a small branch; thence S. 70-30 W. 93.5 feet to a stake or iron pin on the southern edge of the said small branch; thence crossing the said branch S. 50-00 W. 121 feet to the beginning corner, containing One (1) acre, more or less.

Deed from E. C. Bailey Estate recorded in R. M. C. Office for Greenville County in deed Book 281 at page 140.

This is the same property conveyed to me by J. Waymon Smith by deed recorded in Deed Book 455, page 200, dated April 22nd, 1952, in the R. M. C. Office for Greenville County.