

FILED MAY 17 12 03 PM '71 OLLIE FARNSWORTH R. M. C.

State of South Carolina }
COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

We, James L. Howard and Kathy S. Howard SEND GREETING:

WHEREAS, we the said James L. Howard and Kathy S. Howard 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 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 three and 01/100 - - - - - (\$43.01) 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 L. Howard and Kathy S. Howard, 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 we 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, located on the Southern side of the Batson Road and being a part of Tract No. 1 of Thad E. Sammons property as shown by plat recorded in plat book "V" page 196, Greenville County R. M. C. Office and being shown on a more recent plat made for James L. Howard by Carolina Surveying Company, dated April 9, 1971, and having the following metes and bounds, to wit: (See plat book SSS page 74.)

Beginning at the corner of W. E. and Thelma C. Coleman lot on the Southern side of the Batson Road and running thence with the Coleman line, S. 3-30 E., 189 feet; thence still with Coleman N. 88-16 W., 177 feet to point on line of lands now or formerly of M. O. Center; thence N. 14-30 W. 126 feet to the Southern side of Batson Road; thence with the Southern side of Batson Road, N. 72-41 E., 206 feet to the beginning corner.

This is the same conveyed to David E. Tyre and Maudine Tyre by W. E. & Thelma Coleman by Deed recorded in Deed Book 844 page 228, Greenville County R. M. C. Office.

This is the same property conveyed to us by David E. Tyre and Maudine Tyre by Deed dated May 7, 1971 to be recorded in the R. M. C. Office for Greenville County.