

MORTGAGE OF REAL ESTATE

made 1267

State of South Carolina

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

SEP 13 1 53 PM '71

OLLIE FARNSWORTH
R. M. C.

BOOK 1206 PAGE 412

To All Whom These Presents May Concern:

I, David Joe Ross

SEND GREETING:

WHEREAS, I the said David Joe Ross

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 thirty one thousand and no/100 ----- (\$ 31,000.00) Dollars, with interest from the date hereof at the rate of seven & $\frac{1}{2}$ per cent (7 $\frac{1}{2}$ %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

two hundred forty nine and 74/100-----(\$ 249.74) 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 David Joe Ross, 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, O'Neal Township, being a portion of lot No. 2 as shown on Plat of S. R. Roe Estate, prepared by H. S. Brockman R. S. November 12, 1935, and being more particularly described as follows:

Beginning at an iron pin on the bank of the road that leads from Oneal to Greer and running thence S. 15-09 W. 225 feet to an iron pin on bank of said road; thence N. 84-11 W. 268 feet to an iron pin; thence N. 15-09 E. 225 feet to the line of tract No. 1; thence along the line of tract No. 1 S. 84-11 E. 268 feet to the point of beginning and containing 1.37 acres as shown on New Survey of S. R. Roe Estate, recorded in the office of R. M. C. for Greenville County.

This is the same property conveyed to me by Ruby S. Ross by Deed dated December 14th, 1971 recorded in Deed Book 692 page 521 in the R. M. C. Office for Greenville 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 and County aforesaid located about 4 miles north of the City of Greer, S. C. being shown and designated on a plat of property made for David Joe Ross by W. N. Willis, Engr., dated August 5, 1971, as Lot #2, and according to said plat has the following courses and distances:

BEGINNING at an iron pin on County Road and running thence N. 16-55 E. 76 feet to an iron pin on said road, thence N. 84-11 W. 268 feet to an iron pin on Ross Property, thence S. 15-09 W. 75 feet to an iron pin, thence S. 84-11 E. 262 feet to an iron pin, the point of beginning. According to said plat contains 0.45 acres, more or less. See Vol. 129, page 396.

This is the same property conveyed to me by Ruby S. Ross by Deed dated August 24th, 1971 to be recorded in the R. M. C. Office for Greenville County.