

State of South Carolina }
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C.
SEP 19 2 27 PM '72
ELIZABETH RIDDLE
R.M.C.

To All Whom These Presents May Concern:

We, Robert Olin Kirby and Ruth B. Kirby

SEND GREETING:

WHEREAS, we the said Robert Olin Kirby and Ruth B. Kirby 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 and No/100 - - - - - (\$ 4,000.00) 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

Ninety Seven and 66/100 - - - - - (\$ 97.66) 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 Robert Olin Kirby and Ruth B. Kirby, 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 mortgagors 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, being in or near the City of Greer, and being more particularly described as Lot Number FORTY FIVE (45), as shown on plat entitled "A subdivision for McCall Manufacturing Company, Greer, S. C., " made by Pickell & Pickell, Engineers, Greenville, S. C., May, 1949, and recorded in the R. M. C. Office for Greenville County in Plat Book S, at page 76. According to said plat the within described lot is also known as No. 106 Mason Street and fronts thereon 100 ft.

This is the same property described in deed book 660 page 501, Greenville County R.M.C. Office and the same described in deed book 385 page 342, Greenville County R. M.C. Office, see estate of Robert F. Guyton, Apt. 1003 File 11, Greenville County Probate Office.

(Mason Street is also known as Lake Avenue.)

This is the same conveyed to us by Deed dated August 31, 1972, by Nellie Mc Guyton, Evelyn G. Dempsey, Iberia G. Godfrey and Hazel G. Spearman, to be recorded in R. M. C. Office for Greenville County.

ALSO: All that piece, parcel or lot of land with the improvements thereon situate, lying and being in or near the City of Greer, Greenville County, South Carolina, and being more particularly described as Lot Number Fifty (50), as shown on plat entitled "A Subdivision for Mc Cail Manufacturing Company, Greer, S.C., made by Picknell and Pickell, Engineers, Greenville, S. C., May 1949, and recorded in the R. M. C. Office for Greenville County in Plat Book "S" page 76, According to said plat the within described lot is also known as No. 105 Mason St., and fronts thereon 102 feet. Reference is hereby made to said plat for a more complete description as to metes and bounds.

This is the same property conveyed to Javan B. Kirby and Minnie B. Kirby by deed recorded in deed book 385 page 369, Greenville County R. M. C. Office.

This is the same property conveyed to Robert Clin Kirby by deed dated June 4, 1970, recorded in deed book 891 page 233, R. M. C. Office for Greenville County.