

State of South Carolina

GREENVILLE CO. S. C.

COUNTY OF GREENVILLE

FILED

APR 6 1 03 PM '73

BONNIE S. TANKERSLEY R.M.C.

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 Two Thousand One Hundred and No/100 (\$ 2,100.00) 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 Twenty and 98/100

(\$ 20.98) 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, in the City of Greer, lying on the west side of State Highway No. 101, or the Woodruff Highway, and on the south side of Bennett Street, being shown as Lots Nos. 1, 2 and 3 on a plat of property made for the J. Waymon Smith Estate by H. S. Brockman, Surveyor, dated March 19, 1960, recorded in the R. M. C. Office for Greenville County in Plat Book TT, at page 167, and having the following courses and distances:

Beginning at a stake on the margin of State Highway No 101, at the intersection of Bennett Street (iron pin on right of way at 19 feet from true corner), and runs thence with the margin of State Highway 101, S. 2-02 W. 167.1 feet to a stake; thence N. 38-81 W. Crossing iron pin at 19 feet, total distances of 107.8 feet to an iron pin; thence N. 5 E. 168.2 feet to an iron pin on the margin of Bennett Street; thence with the margin of Bennett Street, S. 38-81 E. 99.1 feet to the beginning. Subject, however, to the right-of-way owned by the S. C. Highway Department 19 feet in width, extending along the highway and the front portion of the lots conveyed herein.

This is the same property conveyed to me by O. Douglas Smith and Wilton C. Smith as Executors of the Estate of J. Waymon Smith by Deed dated February 13th, 1968 to be recorded in the R. M. C. Office For Greenville County.