

MORTGAGE OF REAL ESTATE

State of South Carolina
SPECIAL AGENT
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 14 2 55 PM '73
DONNIE S. TANKERSLEY
R.M.C.

To All Whom These Presents May Concern:

We, Jimmy S. Upton and Barbara S. Upton

SEND GREETING:

WHEREAS, we the said Jimmy S. Upton and Barbara S. Upton

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 Eighty One and 11/100-

(\$ 81.11) 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 Jimmy S. Upton and Barbara S. Upton, 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, in Chick Springs Township, in the City of Greer, lying on the south side of Bearden Street, and on the West side of Earle Street, being a portion of the J. H. Payne property, having a frontage of 66 ft. on Bearden Street, with a depth of 117.6 feet on Earle Street, and being duly recorded in the Office of R. M. C. for Greenville County in Deed Book 373, at page 87.

This is the same property conveyed to us by Ruby Stepp Crook by Deed dated July 25th, 1968, recorded in Deed Book 850 page 34, R. M. C. Office for Greenville County.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 18 PAGE 137

SATISFIED AND CANCELLED OF RECORD
7 DAY OF Aug. 1973
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:58 O'CLOCK a. M. NO. 4038