

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

WHEREAS, we the said Nando Garbarino and Betty R. Garbarino in and by certain promissory note in writing of even date with these Presents, well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Twenty-Five Thousand and no/100 - - - - - (\$25,000.00) Dollars, with interest from the date hereof at the rate of seven - 1/2 per cent (7 1/2%) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

Two Hundred One and 40/100 - - - - - (\$ 201.40) 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 Garbarino and Betty R. Garbarino 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 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, about 8 miles north of the City of Greer, and about 1220 feet west of State Highway No. 14, containing 4.5 acres, more or less, being the western one-half (1/2) of Tract No. 6 as shown on a plat of property prepared for Harold Smith by W. N. Willis, Surveyor, and having the following metes and bounds.

BEGINNING at an iron pin on the northern side of a 50 foot road leading northward from Highway No. 14, joint front corner of Tracts Nos. 6 and 8, and running thence with the line of Tract No. 8, N. 35-00 E. 1066 feet to an iron pin on line of now or formerly, Peeples; thence with the line of Peeples, S. 56-40 E. 195.5 feet to a stake, new corner; thence as a new line dividing Tract No. 6, S. 35-00 W. 1051 feet, more or less, to a stake on the north side of the above mentioned 50 feet road, new corner; thence with the northern edge of said road, N. 61-00 W. 195 feet to the point of beginning.

The above described property being the western one-half (1/2) of a tract of 9 acres conveyed to Melvin C. & Germaine Dewey by G. Harold Smith & Wolfe & McClison, Inc. by deed recorded in Deed Book 976, page 355, R. M. C. Office for Greenville County.

This is the same conveyed to us by Melvin C. and Germaine Dewey by deed dated June 8, 1973 and recorded in the R. M. C. Office for Greenville County, Deed Book 976, Page 359.

(See Corrected Deed dated July 5, 1973 to be recorded in the R. M. C. Office for Greenville County.)

0038

4328 RV-2