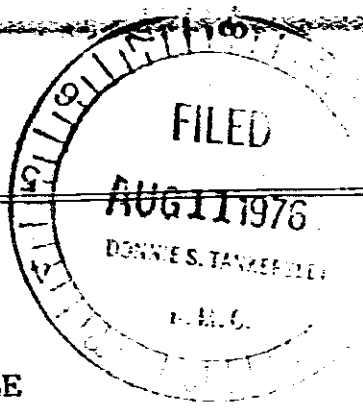


APL-10-27-76  
S.C. 29682

MORTGAGE OF REAL ESTATE



BOOK 1375 PAGE 50

The State of South Carolina,  
COUNTY OF ~~SPARTANBURG~~ GREENVILLE

To All Whom These Presents May Concern: WE, Sam E. Banks and Jo Ann Banks

SEND GREETING:

Whereas, WE, the said Sam E. Banks and Jo Ann Banks hereinafter called the mortgagor(s)

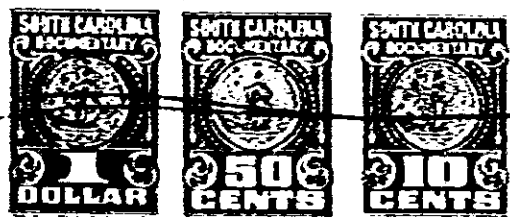
in and by OUR certain promissory note in writing, of even date with these presents,

well and truly indebted to J. L. Banks

hereinafter called the mortgagee(s), in the full and just sum of Four Thousand and No/100

DOLLARS (\$4,000.00), to be paid

\$50.00 per month, beginning with \$50.00 on September 9, 1976, and continuing with \$50.00 on the 9th day of each and every month thereafter until paid in full, with each monthly payment to first apply on interest and any balance to apply on principal



with interest thereon from date

at the rate of eight (8%)

percentum per annum, to be computed and paid

monthly, as above set forth

until paid in full, all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by the said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of the said note, and also in consideration of the further sum of Three Dollars, to US, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said J. L. Banks, his heirs and assigns forever:

"All that certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, Saluda Township, being known and designated as Tract # 8, as shown on a plat by J. R. McClure, S. C. Reg. L. S. No. 3438, of Anderson, S. C. on a survey for Mrs. Cammie Banks, dated September 10, 1970, and reference plat by same dated August 14, 1970, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at iron pipe containing 5.20 acres, more or less, common to Tract # 7 N74-36W 801.22 feet to iron pin; thence S31-25W 17 feet; thence S36-36W 165 feet to an iron pin; thence S38-06W 150 feet to an iron pin; thence S76-17E 620.26 feet to an iron pin; thence N5-10E 332 feet to the point of BEGINNING."

This is the identical property conveyed to us, Sam E. Banks and Jo Ann Banks by deed of J. L. Banks dated August 9, 1976 to be recorded simultaneously herewith.

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