

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C. FEB 27 1 07 PM '79 DONNIE S. TANKERSLEY R.M.C.

CITIZENS B. & L. ASSOCIATION P. O. BOX 388, 117 TRADE ST. GREER, S. C. 29651

To All Whom These Presents May Concern:

We, Arvin A. Kruse and Valeria V. Kruse

SEND GREETING:

WHEREAS, we the said Arvin A. Kruse and Valeria V. Kruse

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 Fifteen Thousand and No/100 - - - - - (\$ 15,000.00) Dollars, with interest from the date hereof at the rate of ten 1/2 per cent (10 1/2 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of Two Hundred and 31/100 - - - - -

(\$ 200.31) 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 Arvin A. Kruse and Valeria V. Kruse, 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, Chick Springs Township, located on Pinewood Drive at the intersection of Christie Drive and being shown as all of lots nos. 22 and 23 on plat of "Pinewood Estates" made by H. S. Brockman, Surveyor, dated November 7, 1958 and recorded in Plat Book MM at Page 55, Greenville County R. M. C. Office and having the following metes and bounds, to wit:

BEGINNING at an iron pin in the road at the junction of Pinewood Drive and Christie Drive, being a corner of lot 23; thence along Christie Drive N. 1-55 W. 179.4 feet to the joint corner of lots 23 and 24; thence along the common line of lots 23 and 22 with lot 24, N. 69-35 E. 148.3 feet to the joint corner of lots 21 and 22; thence along the dividing line of lots 21 and 22, S. 20-25 E. 170.3 feet to the joint front corner of lots 21 and 22 on Pinewood Drive; thence, S. 69-35 W. 205 feet to the beginning corner, thus according to the plat herein incorporated by reference for a more complete description.

DERIVATION: This is the same conveyed to Jerry W. Fincher and Janice S. Fincher by Walter D. Wolfe and Elsie S. Wolfe by deed recorded in Deed Book 867 at page 578, Greenville County R. M. C. Office, and by Smith N. McConnell by deed recorded in Deed Book 867 at page 588, Greenville County R. M. C. Office.

This conveyance is subject to all restrictions, zoning ordinances, set back lines, roadways, easements and rights of way, of record, if any, affecting the above described property.

This is the same conveyed to us by Jerry W. Fincher and Janice S. Fincher by deed dated August 30, 1974, recorded in deed book 1006, page 236, Greenville County R. M. C. Office on the 5th of September, 1974.

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