

6-10-80 20533

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

RECORDED
12 35 PM '80
TANKERSLEY
R.M.C.

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

0733
7E
400M

To All Whom These Presents May Concern:

We, Marcum D. Mace and Judy W. Mace

SEND GREETING:

WHEREAS, we the said Marcum D. Mace and Judy W. Mace

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

Seventy Thousand and No/100 -----(\$ 70,000.00) Dollars,

with interest from the date hereof at the rate of twelve per cent (12. %) per annum, unpaid interest to

bear interest at the same rate, to be repaid in installments of Seven Hundred Seventy and 77/100 ---

-----(\$ 770.77) 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 Marcum D. Mace and Judy W. Mace, 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 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, containing 5 acres according to plat made by C. O. Riddle, Surveyor, May 25, 1978, and recorded in Plat Book 6-T, at Page 44, and revised September 18, 1978, in R.M.C. Office for Greenville County, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of a 50 foot road which pin is 1278.96 feet from the center of Old Settlement Road and running thence with said 50 foot road N. 20-51 E., 550.3 feet to iron pin; thence S. 86-50 W., 504.67 feet to an iron pin; thence S. 2-25 E., 199.61 feet to iron pin; thence S. 70-22 W., 170.8 feet to iron pin; thence S. 22-12 E., 177.77 feet to I.P.O.: thence S. 80-42 E., 399.6 feet to the point of beginning and being a portion of the property conveyed to Franklin O. Jones and Judi S. Jones herein by deed of Cora S. Smith Berry by deed recorded on 9/14/78 in Deed Book 1087 at Page 356, Greenville County R.M.C. Office.

This conveyance is made subject to all restrictions, set back line, roadways, easements and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

This is the same conveyed to us by Franklin O. Jones and Judi S. Jones by deed dated February 15, 1980, recorded in R.M.C. Office for Greenville County.

ALSO: All that certain lot of land lying in the State and County aforesaid, Cleveland Township, being known as a part of lot 187 on a plat entitled Pioneer Park Map No. 2 recorded in the R.M.C. Office for Greenville County in Plat Book G at page 82 and being further described as follows:

BEGINNING at an iron pin on the northern side of River Way which iron pin is at the northwestern corner of the intersection of River Way and a 10 foot alley and running thence along the western side of the said 10-foot alley, N. 1-25 E.,

(continued)

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