

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, Kenneth Smith,

SEND GREETING:

WHEREAS, I the said Kenneth Smith

in and by my certain promissory note in writing of even date with these Presents, am well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Fifty-seven hundred and no/100 - - - - - (\$ 5,700.00) Dollars, with interest from the date hereof at the rate of seven per cent (7 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

Ninety-one and 20/100 - - - - - (\$ 91.20) 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 I the said Kenneth Smith

, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING & 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 me 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, Chick Springs Township, in the new City Limits of the City of Greer, lying on the north side of Old U. S. Highway No. 29 (now West Poinsett Drive), being shown and designated as all of Lot No. 39 on Plat of Property of Planters Savings Bank of Greer, S. C., said plat prepared by H. S. Brockman, Surveyor, and recorded in the office of the R.M.C. for Greenville County in Plat Book "J" at pages 22 and 23, and being the same property that was conveyed to J. S. Dillard by deed from W. R. Houseman, October 30th, 1944, recorded in Deed Book 268 at page 439, said lot having the following courses and distances, to wit:-

BEGINNING on an iron pin on the north side of said Poinsett Drive, joint corner of lots 38 and 39, and runs thence with the common line of said two lots, N. 12-00 E. 175 feet to an iron pin; thence with the rear line of lots 39 and 31, N. 78-00 W. 65 feet to an iron pin, joint corner of lots 39 and 40; thence with the common line of lots 39 and 40, S. 12-00 W. 175 feet to an iron pin on the north side of said Poinsett Drive; thence with the north side of said drive, S. 78-00 E. 65 feet to the beginning corner.

A driveway extending from said Poinsett Drive along the western edge of the above described lot and the eastern edge of lot No. 40, now owned by D. N. Smith, has been opened to a point in the rear of the dwelling, situate on the property herein described. It is understood and agreed that said driveway shall remain open at all times and may be extended to such depth as necessary for the convenience of the owners of said two lots and improvements now made or to be hereafter made on same.

Being the same lot of land conveyed to me by deed by J. S. Dillard, same to be recorded in R.M.C. Office for Greenville County.