

State of South Carolina

VOL 448 PAGE 291

COUNTY OF Greenville

To All Whom These Presents May Concern:

I, J. T. Hamby

SEND GREETING:

WHEREAS, I the said J. T. Hamby

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

Two Thousand----- (\$2,000.00) 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

Thirty-two & 00/100----- (\$ 32.00) 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 J. T. Hamby

, 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, in Chicks Springs Township, about threemiles southwest from Greer, lying on the east side of the Suber Road, being bounded on the north by lands of Bates on the east and south by other lands of Henry Miller on the west by the said road, and being a part of the same land that was conveyed to Henry Miller by Deed recorded in office of R.M.C. for Greenville County in Deed Book 206, page 174, and being a part of tract No. 2 as shown on plat of property of Charles Miller Estate made by H. S. Brockman, Surveyor, September 10, 1938; and having the following courses and distances to wit:

BEGINNING at an iron pin in the center of the said Suber Road, joint corner of Tracts 1, 2, and 3, and runs thence with the dividing line of lots Nos. 1 and 2 N. 74-45 E. 340 feet to a stake on the said line, new corner; thence a new line S. 25-30 E. 260 feet to a stake; thence S. 74-45 W. 340 feet to a point in the center of the said road (stake back on line at 17 feet); thence with the center of the said road N. 25-30 W. 260 feet to the beginning corner, and containing Two Acres, more or less.

The above described lot is subject to whatever rights the Duke Power Company may have for the maintenance of their power line, which runs through the said lot.

The above described property is the same piece, parcel and lot of land conveyed to me by Deed by Henry Miller, dated July 23rd, 1949, and recorded in office of R.M.C. for Greenville County in Vol. 387, page 445.

Handwritten: Paid Apr. 12, 1956

Handwritten: J. T. Hamby

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