

The State of South Carolina,

COUNTY OF GREENVILLE

OCT 23 10 09 AM 1959

CLERK OF COURT

I, T. J. JACKS

SEND GREETING:

Whereas, I, the said T. J. Jacks

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to THE BELTON BANK, BELTON, S. C.

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

----- DOLLARS (\$ 9,000.00 ), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Six ( 6 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 23rd day of November, 1959, and on the 23rd day of each month of each year thereafter the sum of \$ 99.92, to be applied on the interest and principal of said note, said payments to continue up to and including the 23rd day of September, 1969, and the balance of said principal and interest to be due and payable on the day of October, 1969; the aforesaid monthly payments of \$ 99.92 each are to be applied first to interest at the rate of six ( 6 %) per centum per annum on the principal sum of \$ 9,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 its 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 promises to pay all costs and expenses including ten (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 I, 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 terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said THE BELTON BANK, BELTON, S. C., its successors and assigns forever:

ALL that piece, parcel or tract of land with all improvements thereon situate, lying and being in Grove Township, Greenville County, State of South Carolina, located on the Old Georgia Road and S.C. Highway 50 and on branch waters of Reedy Fork Creek and being bounded on the North by lands now or formerly of S. B. Huff, on the East by lands now or formerly of Jesse Loftis, on the South by the T. B. Garrison estate and on the West by property now or formerly of Ed Martin, Jr., and having according to a plat made by W. J. Riddle, Surveyor, on July 24, 1919, the following description:

BEGINNING at an iron pin on the Old Georgia Road and running thence N. 89-10 E. 10 chains to a bend; thence S. 88-45 E. 2 chains to iron pin; thence N. 12-15 E. 25.49 Chains to stone; thence S. 82-50 W. 20.77 chains to an iron pin on a public road (S.C. Highway 50); thence with said road S. 9-55 E. 12.56 chains to a bend; thence S. 4-40 E. 6.19 Chains to a stone; thence S. 9-45 E. 3.98 chains to an iron pin at the beginning corner.

This is the same property conveyed to T. J. Jacks by deed of J. D. Clark dated October 25, 1943, and recorded in the RMC Office for Greenville County in Deed Book 257 at page 404.

LESS, however, a tract of two (2) acres, more or less, conveyed by T. J. Jacks to John M. Masters by deed dated September 7, 1954 and recorded in the said RMC Office in Deed Book 508 at page 109.