

Mckay, P. A.

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & ~~XXXX~~ Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

1320 PAGE 812

The State of South Carolina,
COUNTY OF GREENVILLE

AUG 27 4 04 PM '74
DONNIE S. TANKERSLEY
A.M.C.

To All Whom These Presents May Concern:

Timothy D. Jenkins and Shirley B. Jenkins SEND GREETING:

Whereas, we, the said Timothy D. Jenkins and Shirley B. Jenkins

hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to H. Hoke Smith

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

-----DOLLARS (\$ 30,000.00), to be paid \$200.00 on the 23 of September, 1974, and the sum of \$200.00 on the 23 day of each month of each year thereafter, until paid in full.



, with interest thereon from date

at the rate of 7½ % monthly interest at the same rate as principal.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 we, 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 US, 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 H. Hoke Smith, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot W-9 on plat of property of Whippoorwill Development Co., Inc., said plat being recorded in the RMC Office for Greenville County in Plat Book 4-L, Page 151, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the westerly side of Scuffletown Road at joint front corner of Lots W-9 and W-8, running thence S. 71-09 W. 223.4 feet to point; thence N. 24-43 W. 131 feet to point; thence N. 71-14 E. 23318 feet to point on Scuffletown Road; thence S. 20-13 E. to point of beginning.

ALSO ALL that parcel of land situate on the north side of a county road (known as Jones Mill Road), near the Town of Simpsonville, Greenville County, South Carolina containing 3.7 acres, and having, according to a survey made by J. Don Lee, June 8, 1972, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-Q, Page 148, the following metes and bounds, to-wit:

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