

BOOK 854 PAGE 416

State of South Carolina

MORTGAGE OF REAL ESTATE

County of Greenville

To All Whom These Presents May Concern:

We, James O. Bennett and James K. Smith SEND GREETINGS:

WHEREAS, we the said James O. Bennett and James K. Smith

in and by OUR certain promissory note, in writing, of even date with these presents, are well and truly indebted to WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION in the full and just sum of FOUR THOUSAND and no/100 (\$4,000.00) Dollars,

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of FORTY and no/100 (\$40.00) Dollars upon the first

day of each and every calendar month hereafter until the full principal sum, with interest, has been paid. Said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a ten per cent attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible, as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we the said James O. Bennett and James K. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the terms of said note, and also in consideration of the further sum of Three Dollars to us the said

James O. Bennett and James K. Smith in hand well and truly paid by the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the South side of Moore Street, in the City of Greer, and having the following courses and distances, to-wit: Beginning at an old Iron Pin on the South side of Moore Street and running thence S.13-29 E.106.7 feet to a Stake, thence N.73-40 E.54.2 feet to an old Iron Pin, thence N.14-19 W.106.7 feet to an old Iron Pin on the South side of said street, thence with the South side of Moore Street S.73-36 W.52.7 feet to the beginning point. This being a part of the property which was conveyed to Mrs. Plurer Moore by E. Inman, Master by deed recorded in the R. M. C. Office for said County in Deed Book 130, page 384. And being the same property, which was conveyed to mortgagors herein by James J. Tucker and Elizabeth W. Tucker by deed dated March 23, 1961 and which deed will be recorded forthwith in said office. See Plat of the Mrs. Plurer Moore property prepared by H. S. Brockman, Surveyor, dated Nov. 18, 1930 and revised March 25, 1946 and which revised plat will be recorded forthwith in said office.

Satisfied and Cancellation authorized
Dated 6-4-71
WOODRUFF FEDERAL SAVINGS & LOAN ASSOC.
By Virginia Hunter Sec'y-Treas.
Witness Ann L. Jackson

SATISFIED AND CANCELLED OF RECORD
11 DAY OF June 1971
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:05 O'CLOCK P. M. NO. 30168