

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

We, O. D. Smith and Annie Mae Smith

SEND GREETING:

WHEREAS, we the said O. D. Smith and Annie Mae Smith

in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of

Four hundred nineteen and 40/100 - - - - (\$ 419.40) 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

Twenty-five and no/100 - - - - (\$ 25.00) 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 we the said O. D. Smith and Annie Mae 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 AND 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 us 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, near City of Greer, at the corner of Brown Street Extension and Pine Street, being known and designated as Lot No. 10 on a plat of survey of the property of Juanita Rodgers, made by Woodward Eng. & Const. Co., Feb. 1947 and according to said plat, having the following metes and bounds, to wit:-

BEGINNING at a point at northwestern intersection, corner of Brown Street Extension and Pine Street, and running thence S. 73-45 W. 69.6 feet along northern side of Brown Street Extension to point joint front corner with lot No. 9 of said plat; thence N. 12-20 W. 152.5, plus, along the eastern line of Lot No. 9 to point on southern side of a 15 foot alley, joint rear corner with lot No. 9; thence in an easterly direction along the southern side of said alley, to point on western side of Pine St., which point is 152.5 feet in an approximately northern direction from the point of beginning; thence S. 13-31 E. 152.5 feet along the western side of Pine Street to the point of beginning.

The plat above referred to is recorded in Plat Book Q at page 161 in the R. M. C. Office for Greenville County. See, also, a plat made by H. S. Brockman, recorded in Plat Book F at page 199 in said R. M. C. Office.

This property is a part of the property conveyed to James A. & A. E. Howard by Juanita Rodgers by deed recorded in R. M. C. Office. This is the same property conveyed to us by James A. & A. E. Howard by deed dated March 19, 1949, recorded in R. M. C. Office for Greenville County in Vol. 376, page 263.