GREENVILLE CO. S. C.

BOOK 957 PAGE 267

28 PM 1964

\_OLLIE I KAYSWORTH . ₩.W.D.

State of South Carolina

COUNTY OF GREEN VILLE AND **SPARTANBURG** 

To All Whom These Presents May Concern:

SEND GREETING:

We, E. A. Hightower and Mozelle E. Hightower

WHEREAS, the said E. A. Hightower and Mozelle E. Hightower

in and by

certain promissory note in writing of even date with these Presents,

and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of

well

Twelve thousand and no/100

(\$ 12,000.00

) 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

One hundred twenty nine and 96/100 (\$ 129.96 ) 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 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 E. A. Hightower , 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 Dollars to 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, O'Neal Township lying on the North side of the road leading from O'Neal River Bridge to Greer, and having the following metes and bounds, to wit:-

BEGINNING on a point on the North side of said road (edge of tar and gravel) and running thence N. 65-00 W., 210 feet to an iron pin in the said road; thence N. 15-30 W., 230 feet to aniron pin in the field; thence S. 65-00 E., 182 feet to a stake in the gully on old line; thence with the old line S. 7-30 W., 100 feet to an iron pin in the gully; thence S. 9-45 W., 135 feet to an iron pin in the road and the beginning corner. (I. P. set back on bank) and containing. one (1) acre more or less, and being shown on the Greenville County Block Book as Lot No. 3 Blk. 2, Map No. 537.6 and being the same property conveyed to Howard Searcy and Lucille Searcy by deed recorded in deed book 53h page 3, Greenville County R. M. C. Office.

ALSO: All that certain lot, parcel or tract of land in the County of Spartanburg, Beech Springs Township, School District 9-H, being on the southwestern aide of Victor Avenue in or near the City of Greer, as shown on plat of property entitled "Property of Victor Monaghan Co., Victor Flant, Greer, S. C.", made by Dalton & Neves, December 1950, and revised April 1951, said revision being recorded in R. M. C. Office for this County in Plat Book 26, page , and according thereto having the following metes and bounds to wit:-

BEGINNING at an iron pin, junction of the eastern edge of right of way of Southern Railway and Victor Avenue, and runs thence with the southwestern edge of said Avenue, S 51-38 E eighty-two and eight-tenths (82.8) feet to point within one foot of drill hole marking corner of Victor Mill Store lot; thence S 38-ll W one hundred fourteen (114) feet to a point one foot north of iron pin marking another corner of said Victor Mill Store lot; thence N 1-58 E seventy-one and nine-tenths (71.9) feet to iron pin; thence N 2-13 E sixty-eight and five-tenths (68.5) feet to the point of beginning.

The above property is a part of the same conveyed to James E. Bennet by the deed of J. P. Stevens & Co., Inc., dated May 10, 1951, and recorded in Vol 17-V, page 337, of the R. M. C. Office for this County.

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