

MORTGAGE OF REAL ESTATE

State of South Carolina }
COUNTY OF GREENVILLE } FILED
CO. S. C.

CITIZENS B. & L. ASSOCIATION
P. O. BOX 388, 117 TRADE ST.
GREER, S. C. 29651

FEB 2 3 10 PM '83

To All Whom These Presents Present DONNIE S. TANKERSLEY

SEND GREETING:

WHEREAS, we the said Robert W. Humphreys and Susan L. Humphreys 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 FIFTY-FIVE THOUSAND and no/100----- (\$ 55,000.00) Dollars, with interest from the date hereof at the rate of fourteen per cent (14 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of Six Hundred Eighty-Three and 94/100

----- (\$ 683.94) 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 Robert W. Humphreys and Susan L. Humphreys, 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 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, being known and designated as Lot No. 40 on a Plat of PEBBLE CREEK, PHASE IV, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7C, Page 47, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to Robert W. Humphreys and Susan L. Humphreys by deed of Pebblepart, Ltd., a South Carolina Limited Partnership dated December 15, 1981 and recorded in the RMC Office for Greenville County, South Carolina, on January 6, 1982 in Deed Book 1160, Page 672.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
FEB 2 1983
PR. 11218
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A.C.C.C.T