MORTGAGE OF REAL ESTATE—

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To All Whom These Presents May Concern: WE, Sam E. Banks and Jo Ann Banks

SEND GREETING:

Whereas, we , the said Sam E. Banks and Jo Ann Banks bereinafter called the mortgager(s)

in and by OUP certain promissory note in writing, of even date with these presents,

well and truly indebted to J. L. Banks hereinafter called the mortgagee(s), in the full and just sum of Four Thousand and No/100

DOLLARS (\$4,000.00), to be paid

\$50.00 per month, beginning with \$50.00 on September 9, 1976, and continuing with \$50.00 on the 9th day of each and every month thereafter until paid in full, with each monthly payment to first apply on interest and any balance to apply on principal APR 24678

with interest thereon from date litting to failing the Cantal Security of Secu

monthly, as above set forth until paid in full, all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by the said note to become immediately due, at the option of the holder kereof, who may sue thereon and foreclose this mortgage; and in case said note after its maturity, should be placed if 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 his 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(s) promise to pay all costs and expenses including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage in the edness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN. That

NOW, KNOW ALL MEN. That we , the said mortgager(s), in consideration of the said debt and sub of money aforesaid, and for the better securing the payment thereof to the said mortgages(s) according to the term of the said note, and also in consideration of the further sum of Three Dollars, to US, the said mortgager(s), in hand well and truly paid by the said mortgages(s) 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 J. L. Banks, his heirs and assigns for ever:

"All that certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, Saluda Township, being known and deisgnated as Tract # 8, as shown on a plat by J. R. McClure, S. C. Reg. L. S. No. 3438, of Anderson, S. C. on a survey for Mrs. Cammie Banks. dated September 10, 1970, and reference plat by same dated August

60.00