

MAR 25 9 27 AM 1963

BOOK 916 PAGE 583

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, George W. Kirby and Barbara Jean T. Kirby SEND GREETINGS:

WHEREAS, we the said George W. Kirby and Barbara Jean T. Kirby

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 ELEVEN THOUSAND EIGHT HUNDRED and no/100-- (\$11,800.00) Dollars,

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of

Eighty-four and 55/100 (\$84.55) 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, 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 George W. Kirby and Barbara

Jean T. Kirby

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

George W. Kirby and Barbara Jean T. Kirby

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, at the West intersection of Valley Creek Drive and Penny Drive, about 3 miles Northwest of Greer, in Oneal Township, and being known and designated as lot no. Seventy-four (74) of Valleyhaven Acres, Section 4, of the W. Dennis Smith property as shown on plat prepared by John A. Simmons, Registered Surveyor, dated July 15, 1960 and which plat has been recorded in the R. M. C. Office for said County in Plat Book MM, page 167. This being the same property which was conveyed to Raymond Gary Smith by W. Dennis Smith by deed recorded in the said office in Deed Book 689, page 1. And being the same property which was conveyed to mortgagors herein by Raymond Gary Smith by deed which will be recorded forthwith in the said office. For a more particular description see the aforesaid plat.

\$22886 3-27-69 at 10:20 a.m. Witness: Nellie M. Smith

Lien Released By Sale Under foreclosure 27 day of March A.D., 1963. See Judgment Roll No. K-218