MORTGAGE OF REAL ESTATE

BOOK 1115 PAGE 216

State of South Carolina

COUNTY OF GREENVILLE

FILED GREENVILLE 00. S. C.

JAN 22 11 31 AM 1959

CLEE FOR NEW ORTH R. M.C.

To All Whom These Presents May Concern:

We, Jerry P. Nichols and Clarence Evans Nichols

SEND GREETING:

WHEREAS, we the said Jerry P. Nichols and Clarence Evans Nichols 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 three thousand and no/100 - - - - - - - (\$ 3,000.00 ) 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

fifty and no/100 - - - - - - - - (\$ 50.00) 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 Jerry P. Nichols and Clarence Evans Nichols , 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 mortgagors 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, Chick Springs Township, City of Greer, lying on the West side of Trade St. and on the North side of the Southern Railway and being the front portion of Lot number THREE (3) as shown on plat of property made for D. D. Davenport Estate, recorded in plat book Q page 115, Greenville County R. M. C. Office made by H. S. Brockman, surveyor, dated Sept. 12, 1946 and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the western margin of Trade St., inside sidewalk on Southern Railway Co., right of way and runs thence along the said right of way S. 72-52 W., 56 feet to a point, new corner; thence a new line N. 11-45 W., 22 feet to a point, new corner; thence another new line S. 72-52 W., 14 feet, new corner; thence another new line N. 11-45 W., 46 feet to a point on the dividing line of lot Nos. 1 and 2 on said plat; thence as the dividing line of said lots, N. 74-30 E., 70 feet to an iron pin on the western margin of Trade Street, on inside of side walk; thence with the margin of said street, S. 11-45 E., 68 feet to the beginning corner.

This is the same property conveyed to E. A. Hightower by deed recorded in deed book 657 page 245, Greenville County R. M. C. Office and one-half interest conveyed by E. A. Hightower to Mozelle E. Hightower by deed recorded in deed book 662, page 537, Greenville County R. M. C. Office.

This is the same property conveyed to Jerry P. Nichols by E. A. Hightower and Mozelle E. Hightower by Deed dated August 26th, 1968 recorded in the R. M. C. Office for Greenville County in Deed Book 851, page 283.

ALSO: All that piece parcel or tract of land, with all improvements now constructed thereon, or hereafter constructer thereon, situate, lying and being in the State and County aforesaid Chich Springs Township, located about 3 miles South from Greer, known as the old R. L. Johnson homeplace on the branch waters of the Enoree River and lying near the Gibbs Shoals Road, bounded on the North by lands now or formerly of Whit Smith, on the East and South by lands formerly owned by T. R. Childress, on the Southwest by lands now or formerly of Malker Elmore, and on the Northwest by lands now or formerly of Mrs. Cora Hoitt, having the following courses and distances,

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