

State of South Carolina, 4 49 PM '70

County of GREENVILLE OLLIE EARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, JACK SMITH, hereinafter called Mortgagor, SEND GREETINGS:

WHEREAS, ~~the~~ JACK SMITH AUTOMATIC TRANSMISSION SERVICE, INC. ~~has~~ in and by ~~its~~ certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, Spartanburg, S.C. hereinafter called Mortgagee, in the full and just principal sum of Ten Thousand

and no/100ths ----- Dollars

(\$ 10,000.00) with interest thereon payable monthly in advance from date hereof at the rate of 5.35

per cent per annum; the principal of said note together with interest being due and payable monthly

----- in monthly installments as follows:

Beginning on the 1st day of January, 19 71, and on the 1st day of each month thereafter the sum of Two Hundred Eleven and 25/100ths ----- Dollars

(\$ 211.25) and the balance of said principal sum due and payable on the _____ day of _____,

19 75. The aforesaid monthly payments of Two Hundred Eleven and 25/100ths -----

----- Dollars

(\$ 211.25) each, are to be applied first to interest at the rate of 5.35

per cent per annum on the principal sum of Ten Thousand and no/100ths ----- Dollars

(\$ 10,000.00), or so much as shall from time to time remain unpaid, and the balance of each monthly installment shall be applied on account of principal.

Said note provides that past due principal and/or interest shall bear interest at the rate of seven (7%) per cent per annum as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the Mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America

at the office of the Mortgagee at Spartanburg, South Carolina, or at such other place as the holder hereof may from time to time designate in writing, and

WHEREAS, JACK SMITH, said Mortgagor, have individually endorsed said note of Jack Smith Automatic Transmission Service, Inc.,

NOW, KNOW ALL MEN that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing ~~and~~ thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE 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, 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 Mortgagee the following described real estate, to-wit:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in Ward 3 of the City of Greenville, on West Broad Street and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on said West Broad Street, which pin is 55 feet eastward from the southeastern corner of West Broad and Jackson Streets and running thence parallel with Jackson Street S. 17-30 W. 100 feet to a stake on an alley; thence with said alley and parallel with West Broad Street S. 72-30 E. 45 feet to a stake; thence N. 17-30 E. 100 feet to an iron pin on West Broad Street; thence along said West Broad Street N. 72-30 W. 45 feet to the beginning corner.

This being the same property conveyed to the Mortgagor by deed recorded in the RMC Office for Greenville County in Deed Book 876, at Page 189.