

S. 10000 M-70 - SOUTH CAROLINA

WITNESSED AND SWORN TO before me, a Notary Public in the State of South Carolina, on this 2nd day of January, 19_____, at Greer, South Carolina.

I, James Walter Banks, do hereby certify that Ruby G. Wood, whose residence is 84-3 1/2 Avenue S., Greer, South Carolina, is of sound mind and memory, and is free from any undue influence or duress, and that she has read this instrument, and fully understands it, and that she voluntarily executed it.

Know all men by these presents that I, James Walter Banks, do for myself personally and not as a Trustee, in consideration of a sum of money now due and owing to me by Ruby G. Wood, heretofore received by me, and for other good and sufficient consideration, the receipt whereof I do hereby acknowledge, do make, publish, declare and give unto Ruby G. Wood, my wife, and my heirs and assigns forever, a General Mortgage upon all my right, title, interest and estate, real and personal, now owned or hereafter to be acquired by me in the real estate described below, to secure the payment of the sum of money above mentioned, and that the same may be applied by Ruby G. Wood or her heirs and assigns to the payment of any interest due thereon.

The said real estate described in the said mortgage is: A tract of land being situate on the Southern side of 84-3 1/2 Avenue S. in the City of Greer, Chickasawhay County, South Carolina, and having the following boundaries: Beginning at the corner where 84-3 1/2 Avenue S. 4-00 W. 208 feet meets 84-3 1/2 Avenue S. 84-3 1/2 W. 60 feet; thence N. 4-00 E. 208 feet to the corner where 84-3 1/2 Avenue S. 84-3 1/2 W. 60 feet to beginning

If any action is brought to foreclose this mortgage, the plaintiff shall be entitled to recover attorney's fees, costs, and expenses, and reasonable compensation for services, to such term and amount as may be satisfactory to the Mortgagor in Mortgagor's favor, and in default thereof to the Plaintiff in Plaintiff's favor, in his or her discretion, and without notice to the parties concerned, and in his or her discretion to be determined in his or her judgment.

Any amount so recovered may be charged upon the principal sum, loan, assessment, stipulation, covenant, insurance premium, prior mortgage or any charge whatsoever on account of the principal sum or any interest or other charges contracted to be paid thereon by this mortgage with interest at the highest lawful rate if not prohibited by law, and the same may be recovered by the Plaintiff in Plaintiff's favor as the debt hereby secured.

In witness whereof, I have hereunto set my hand and sealed the day and year first above written.

James Walter Banks

JWB

(L.S.)

WITNESSED AND SWORN TO before me, a Notary Public in the State of South Carolina, on this 2nd day of January, 19_____, at Greer, South Carolina.

I, Ruby G. Wood, do hereby certify that James Walter Banks, whose residence is 84-3 1/2 Avenue S., Greer, South Carolina, is of sound mind and memory, and is free from any undue influence or duress, and that he has read this instrument, and fully understands it, and that he voluntarily executed it.

Know all men by these presents that I, Ruby G. Wood, do for myself personally and not as a Trustee, in consideration of a sum of money now due and owing to me by James Walter Banks, heretofore received by me, and for other good and sufficient consideration, the receipt whereof I do hereby acknowledge, do make, publish, declare and give unto James Walter Banks, my husband, and my heirs and assigns forever, a General Mortgage upon all my right, title, interest and estate, real and personal, now owned or hereafter to be acquired by me in the real estate described below, to secure the payment of the sum of money above mentioned, and that the same may be applied by James Walter Banks or his heirs and assigns to the payment of any interest due thereon.

The said real estate described in the said mortgage is: A tract of land being situate on the Southern side of 84-3 1/2 Avenue S. in the City of Greer, Chickasawhay County, South Carolina, and having the following boundaries: Beginning at the corner where 84-3 1/2 Avenue S. 4-00 W. 208 feet meets 84-3 1/2 Avenue S. 84-3 1/2 W. 60 feet; thence N. 4-00 E. 208 feet to the corner where 84-3 1/2 Avenue S. 84-3 1/2 W. 60 feet to beginning

If any action is brought to foreclose this mortgage, the plaintiff shall be entitled to recover attorney's fees, costs, and expenses, and reasonable compensation for services, to such term and amount as may be satisfactory to the Mortgagor in Mortgagor's favor, and in default thereof to the Plaintiff in Plaintiff's favor, in his or her discretion, and without notice to the parties concerned, and in his or her discretion to be determined in his or her judgment.

Any amount so recovered may be charged upon the principal sum, loan, assessment, stipulation, covenant, insurance premium, prior mortgage or any charge whatsoever on account of the principal sum or any interest or other charges contracted to be paid thereon by this mortgage with interest at the highest lawful rate if not prohibited by law, and the same may be recovered by the Plaintiff in Plaintiff's favor as the debt hereby secured.

In witness whereof, I have hereunto set my hand and sealed the day and year first above written.

Ruby G. Wood

RGW

(L.S.)

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