

State of South Carolina

AUG 25 2 18 PM '72
ELIZABETH RIDDLE
R.M.C.

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WE, John A. Simmons and Nancy K. Simmons

SEND GREETING:

WHEREAS, we the said John A. Simmons and Nancy K. Simmons

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 Thirty Thousand and No/100 - - - - - (\$ 30,000.00) 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

Two Hundred Sixty Nine and 66/100 - - - - - (\$ 269.66) 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 John A. Simmons and Nancy K. Simmons, 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 mortgagor, 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, located near the City Limits of Greer, S. C., on the West side of Peachtree Drive and being shown as all of lot Number SIX (6) on a plat of property made for Mrs. J. V. Smith, Sr., by John A. Simmons, surveyor, dated August 22, 1963 and recorded in plat book RR page 139, Greenville County R. M. C. Office, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the West side of Peachtree Drive at the joint front corner of lots 6 and 7 and running thence N. 81-41 W., 185 feet as the common line of said lots to an iron pin at the joint rear corner of said lots at a point on the line of the Burgiss Hills property; thence N. 8-19 E., 110.5 feet along the line of Burgiss Hills property to an iron pin; thence S. 81-41 E., 185 feet to an iron pin on the west side of Peachtree Drive; thence S. 8-19 W., 110.5 feet along the Western side of said drive to the beginning corner.

This is part of the property received by Lillian Farley Smith from the estate of her husband, J. V. Smith. (See estate probated in Greenville County Probate Office in File No. 308 pkg. 1.

This is the same conveyed to us by Lillian Farley Smith by deed dated August 30, 1963, recorded in R. M. C. Office for Greenville County, deed book 738, page 161.

The within property is conveyed subject to certain restrictions executed and recorded by Lillian Farley Smith.

ALSO, all that certain parcel or lot of land situated on the West side of Peachtree Drive near the City limits of Greer, Chick Springs Township, Greenville County State of South Carolina, and being Lot NO. 7 of the property of Mrs. J. V. Smith, Sr., according to survey and plat by John A. Simmons, Registered Surveyor, dated August 22, 1963, recorded in Plat Book "RR", page 139, R.M.C. Office for Greenville County, and having the following courses and distances, to wit: