BOOK 1289 PAGE 229

MORTGAGE OF REAL ESTATEFILED

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State of South Carolina
GREENVILLE

COUNTY OF

AUG 28 11 47 FM '73 DOHNIE S. TANKERSLEY R.H.C.

CREERVILLE CO.S.C.

To All Mhom These Presents May Concern:

We, James Frank Smith and Betty W. Smith

SEND GREETING:

WHEREAS, we the said James Frank Smith and Betty W. Smith in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the Critzens Building and Loan Association, Greer, S. C., in the full and just sum of Ten Thousand and No/100 - (\$ 10,000.00) Dollars, with interest from the date hereof at the rate of eight per cent (8 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of Ninety-Five and 57/100 -

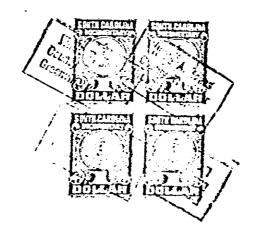
due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment 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.

ANOW ALL MEN BY THESE PRESENTS, That we the said James Frank Smith and Betty W. Smith , in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said Critzens 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.s. 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 Critzens Building and Loan Association, Greer, S. C., its successors and assigns:

That certain lot, purcel 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, near Pleasant Grove Baptist Church and Southeast therefrom, on the east side of Fullinax Road, shown and designated as lot number TWENTY SIX (26) on a plat of property made for the W. A. Hullinax Estate by H. S. Brockman, surveyor, dated October 31, 1952 and recorded in the R. H. C. Office for Greenville County in Plat Book "T" page 477, and having the following courses and distances: Eeginning on iron pin on the east margin of said road joint corner of Lots Nos. 26 and 28, and runs thence N. 57 E., 194 feet to iron pin; thence S. 37-25 E., 77.8 feet to iron pin; thence S. 53-10 W., 188.3 feet to iron pin on the eastern margin of said road; thence therewith N. 43-30 W., 87 feet to the beginning corner.

This is the same conveyed to Alvin Howard by Donald W. Elder by deed recorded in Deed Book 696 page 96, Greenville County R. M. C. Office.

This is the same conveyed to us by Alvin Howard by Deedladated! August , 1973 to be recorded in the R. M. C. Office for Greenville County.



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