



Donde & The State of South Carolina } COUNTY OF ANDERSON }
To All Whom These Presents May Concern: }

We, Homer E. Banks and Elaine Southern Banks, of the County of Anderson, and in the State of South Carolina, ----- SEND GREETING

Whereas, we the said Homer E. Banks and Elaine Southern Banks

in and by our certain promissory -----

----- note in writing, of even date with

these presents, are well and truly indebted to Allen D. Southern and Frances D. Southern, of the County and State aforesaid, -----

in the full and just sum of Fifty Thousand and no/100 -----

(\$50,000.00) to be paid in monthly installments of Two Hundred

Fifty and no/100 (\$250.00) Dollars, the first of said installments

being due and payable on October 8, 1981, and a like install-

upon the same day of each and every calendar month thereafter -----

~~with interest thereon~~ until the whole of

~~at the rate of~~ said debts is ~~paid in full; and if any portion of principal or interest be at any time past due and un-~~

~~paid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further providing~~

for an attorney's fee of a reasonable sum ----- besides

all costs and expense of collection, to be added to the amount due on the said note and to be collectible as a part thereof; if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That we, the said Homer E. Banks and Elaine Southern Banks, ----- in consideration of the said debt and sum of money

aforesaid, and for the better securing the payment thereof to the said Allen D. Southern

and Frances D. Southern ----- according to the terms of said note, and also in

consideration of the further sum of Three Dollars, to us the said mortgagors

herein ----- in hand well and truly paid by the said mortgagees herein

at and before the signing 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 Allen D. Southern and Frances D. Southern, their Heirs and Assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown on a survey for Allen D. Southern prepared by Joe E. Mitchell, dated November 8, 1978, and containing 4.84 acres, and having according to said plat, the following metes and bounds, to-wit: BEGINNING at a nail and cap in the center of US Highway No. 25 in the Southern line of property of Allen D. Southern and running thence South 52 degrees 45 minutes West five hundred eleven (511.0) feet to an iron pin; running thence North 36 degrees 20 minutes West four hundred seventy-eight and four-tenths (478.4) feet to an iron pin; running thence North 55 degrees 59 minutes East three hundred ninety-four and nine-tenths (394.9) feet to a nail and cap in the center of said US Highway No. 25; running thence

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