

State of South Carolina

Nov 21 2 44 PM '71

OLLIE FARNSWORTH  
R. M. C.

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, Edward P. Tombs

SEND GREETING:

WHEREAS, I the said Edward P. Tombs

in and by my certain promissory note in writing of even date with these Presents, well and truly indebted unto the CITIZENS 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 - - - - - (\$ 95.57 ) 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 I the said Edward P. Tombs, 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 me 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, lying and being on the eastern side of Pinnacle Drive, near the City of Greenville, being known and designated as Lot No. 59, Section C of a Subdivision known as Green Forest, plat of which is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book KK, Page 87, said Lot having such metes and bounds as shown thereon.

This is a portion of that same property conveyed to E. J. Phillips and Frances J. Phillips by Deed recorded in the R. M. C. Office for Greenville County Deed Book 703 at page 379.

This is the same property conveyed to me by E. J. Phillips and Frances J. Phillips by deed dated February 19th, 1971 recorded in Deed Book 909, page 182 in the R. M. C. Office for Greenville County.