

OCT 12 2 50 PM 1955

State of South Carolina }
County of ~~Richmond~~ GREENVILLE }

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

We, Earl F. Byers and Lila H. Byers,

SEND GREETINGS:

Whereas, we the said Earl F. Byers and Lila H. Byers in and by our certain promissory note in writing, of even date with these presents, am (are) well and truly indebted to HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, in the full and just sum of Four Thousand and no/100's Dollars, (\$ 4,000.00) payable at the offices of said Association at Easley, South Carolina, with interest at the rate of Six per centum (6%) per annum, to be repaid in installments of Forty and no/100's (\$ 40.00) Dollars, due and payable upon the first day of each and every calendar month hereafter until the full principal sum with interest has been paid, said monthly installment to be applied first to the payment of interest, computed monthly on the unpaid balance, and then to principal; all interest, not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on 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 Earl F. Byers and Lila H. Byers , in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us , the said Earl F. Byers and Lila H. Byers , in hand and truly paid by the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, its successors or assigns:

"ALL that certain piece, parcel or tract of land in the State of South Carolina, County of Greenville, in Oaklawn Township, East View School District, on the North side of Old Georgia Road, containing Two and one-tenth (2.1) acres, more or less, bounded on the West and North by lands of David Lee Wood; on the East by land of Arvin Boyce and Mrs. Self Coker, and according to plat of J. Coke Smith & Son, Surveyors, dated September 27, 1955, being more fully described as follows: BEGINNING at point in center of road, the southwest corner of the lot herein conveyed, running thence with land of David Lee Wood North 15-27 West 495 feet to iron pin; thence with land of D. L. Wood North 75-20 East 167 feet to iron pin; thence with land of Arvin Boyce South 43-00 East 90.5 feet to stone; thence with land of Mrs. Self Coker South 11-00 East 404.58 feet to center of road; thence with the road South 71-00 West 175 feet to the BEGINNING corner; being the same land conveyed by David Lee Wood to Earl F. Byers and Lila H. Byers by deed dated July 19, 1955, recorded in Book of Deeds 530, at page 395, and by corrective deed of David Lee Wood dated October 5, 1955, recorded in Book of Deeds , at page , in the office of the Register of Mesne Conveyance for Greenville County, South Carolina."

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises before mentioned unto the said HOME BUILDING & LOAN ASSOCIATION, its Successors or Assigns forever. And I (we) do hereby bind myself (ourselves), my (our) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said HOME BUILDING & LOAN ASSOCIATION, its Successors or Assigns, from and against myself (ourselves), my (our) Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the name or any part thereof.