

SEP 4 2 54 PM '69

BOOK 1135 PAGE 611

State of South Carolina, }  
OLLIE FARNSWORTH

County of GREENVILLE

TO ALL, WHOM THESE PRESENTS MAY CONCERN:

H. Larry Byars and Sandra Kay Byars

SEND GREETING:

WHEREAS, we the said H. Larry Byars and Sandra Kay Byars

in and by OUR certain promissory note in writing, of even date with these Presents are well and truly indebted to CAMERON-BROWN COMPANY, a corporation chartered under the laws of the State of North Carolina, in the full and just sum of Fourteen Thousand, Four Hundred Fifty and No/100----- (\$14,450.00) DOLLARS, to be paid at its office in Raleigh, N. C., or at such other place as the holder of the note may from time to time designate in writing, as follows:

Payable on demand

with interest from the date hereof until maturity at the rate of eight (8 %) per centum per annum to be computed and paid on the first day of each month until paid in full.

Any deficiency in the amount of such monthly payments, shall, unless paid by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed an amount equal to five per centum (5%) of any installment which is not paid within fifteen (15) days from the due date thereof to cover the extra expense involved in handling delinquent payments.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said H. Larry Byars and Sandra Kay Byars, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said CAMERON-BROWN COMPANY, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said H. Larry Byars and Sandra Kay Byars in hand well and truly paid by the said CAMERON-BROWN COMPANY, 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 CAMERON-BROWN COMPANY.

All that certain piece, parcel or lot of land containing 1 acre, more or less, as is more fully shown on a plat of property entitled "Portion of Tract #4, S. L. Byars Property" dated February 18, 1969 and revised July 1, 1969, prepared by Campbell & Clarkson, and recorded in the R. M. C. Office for Greenville County in Plat Book B at Page 153 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Devenger Road and running thence through said road, S. 85-43 W. 186 feet to an iron pin near the southern side of Devenger Road; thence along the line of Tract 3, S. 17-53 E. 268.26 feet to an iron pin; thence along a line through Tract 4, N. 72-58 E. 219 feet to an iron pin; thence N. 21-45 W. 29 feet to an iron pin; thence continuing N. 21-45 W. 36 feet to an iron pin; thence N. 29-37 W. 166.4 feet to the point of beginning,

*Paid in full and satisfied the 9th day of Jan. 1970.*