

FILED GREENVILLE, CO. S. C.

State of South Carolina

JUL 8 4 52 PM '71 OLLIE FARNSWORTH R.M.C.

COUNTY OF GREENVILLE

SEND GREETING:

WHEREAS, I the said CURTIS B. HOLLIFIELD, JR.

in and by MY certain promissory note in writing, of even date with these presents AM well and truly indebted to BAILEY L. BYERS and ANNIE A. BYERS in the full and just sum of SIX THOUSAND FIVE HUNDRED AND NO/100THS (\$ 6,500.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of August, 1971, and on the 1st day of each month of each year thereafter the sum of \$54.86, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1986, and the balance of said principal and interest to be due and payable on the 1st day of July, 1986; the aforesaid monthly payments of \$54.86 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$6,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

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 hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of six (6%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, 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; and in case 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 said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this 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 I, the said Curtis B. Hollifield, Jr., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Bailey L. Byers and Annie A. Byers according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said Curtis B. Hollifield, Jr., in hand and truly paid by the said Bailey L. Byers and Annie A. Byers at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said BAILEY L. BYERS and ANNIE A. BYERS:

All those two certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville and in Greenville Township, School District 235, being known and designated as Lots Nos. 6 and 7 of the property of the Perry Estate as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book K at page 144, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of the New Buncombe Road at the corner of Lot No. 8, which point is 60 feet Southeast of the intersection of Dukeland Drive, and running thence along the line of Lot No. 8, S. 50-50 W. 200 feet to an iron pin; thence S. 39-12 E. 140 feet to an iron pin in the line of Lot No. 5; thence along the line of Lot No. 5, N. 50-50 E. 200 feet to an iron pin at the corner of said lot on the Southwest side of the New Buncombe Road; thence along the line of the New Buncombe Road, N. 39-12 W. 140 feet to the beginning corner.

This mortgage is given to secure a portion of the purchase price for the premises hereinabove described and is junior in lien to that certain mortgage given by the mortgagor herein to Fidelity Federal Savings and Loan Association, Greenville, S. C., in the original amount of \$12,000.00, dated July 7, 1971, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.