

MORTGAGE OF REAL ESTATE—Prepared by Halney, Fant & Horton, Attorneys at Law, Greenville, S. C.

The State of South Carolina,
 COUNTY OF GREENVILLE

FILED
 GREENVILLE CO. S. C.
 JUN 29 9 05 AM '72

Larry W. Byars and Christine M. Byars ^{OR L. BYARS WORTH} SEND GREETING:
 R. M. C.

Whereas, we, the said Larry W. Byars and Christine M. Byars
 hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents,
 are well and truly indebted to H. Hoke Smith

hereinafter called the mortgagee(s), in the full and just sum of Five Thousand and No/100-----

----- DOLLARS (\$5,000.00), to be paid
 at Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of
 seven (7%) per centum per annum, said principal and interest being payable in monthly
 installments as follows:

Beginning on the 27th day of July, 1972, and on the 27th day of each
 month of each year thereafter the sum of \$ 85.25, to be applied on the interest
 and principal of said note, said payments to continue up to and including the 27th day of May
 1978, and the balance of said principal and interest to be due and payable on the 27th day of June
 1978; the aforesaid monthly payments of \$85.25 each are to be applied first to
 interest at the rate of seven (7%) per centum per annum on the principal sum of \$ 5,000.00 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 herein 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 any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any con-
 dition, 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 in-
 cluding ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be se-
 cured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of money
 aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and
 also in consideration of the further sum of THREE DOLLARS, to US, the said mortgagor(s) in hand and truly paid by the said
 mortgagee(s) 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 H. Hoke Smith, his
 heirs and assigns, forever:

ALL that parcel of land situate on the north side of a county road
 (known as Jones Mill Road), near the Town of Simpsonville, Greenville
 County, South Carolina containing 3.8 acres, and having, according to
 a survey made by J. Don Lee, June 8, 1972, recorded in the RMC Office
 for Greenville, S. C. in Plat Book 4-0, Page 146, the following
 metes and bounds, to-wit:

BEGINNING at a point in Jones Mill Road at the southwest corner of
 the tract herein described and runs thence N. 2-32 W. 441.2 feet to an
 iron pin; thence N. 5-47 E. 305.7 feet to an iron pin in the line of
 Satterfield property; thence along Satterfield property S. 83-08 E.
 168.7 feet to an iron pin; thence still with Satterfield property
 S. 1-52 W. 344 feet to an iron pin; thence S. 32-17 E. 351.6 feet to
 a nail and cap in Jones Mill Road; thence along Jones Mill Road, the
 following courses and distances: S. 71-17 W. 75 feet to a point; thence
 S. 75-24 W. 113.9 feet to a point; thence S. 78-17 W. 111.2 feet to a
 point; thence S. 81-42 W. 66 feet to the beginning corner.