

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, REX BYRD

(hereinafter referred to as Mortgagor) is well and truly indebted unto THAD P. TRAYNHAM and DIXIE R. TRAYNHAM

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of NINE THOUSAND AND NO/100-----

-----Dollars (\$ 9,000.00) due and payable over a term of fifteen (15) years in equal monthly installments of Seventy-Eight and 40/100 (\$78.40) Dollars each, commencing on the 18th day of December, 1975, and continuing on the 18th day of each month thereafter until paid in full, said payments to be applied first to interest and then to principal, with interest thereon from date at the rate of 6-1/2% per centum per annum, to be paid monthly.

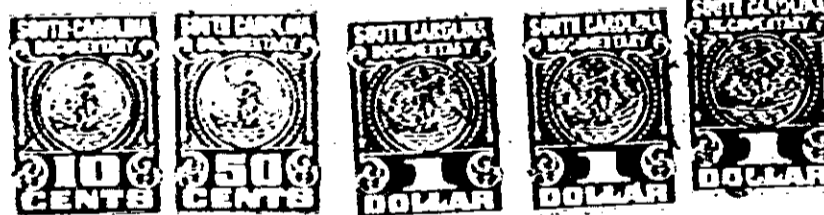
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Saluda Township, located on the southwest side of Landrum Creek Road (also known as Cucumber Creek Road), bounded on the north by property now or formerly owned by Vest, on the west by property now or formerly owned by Bramlett, on the south by property now or formerly owned by Dunn, and on the east by property now or formerly owned by Stephen, Ward, et al, containing 12.79 acres according to plat made by W. A. Hester, and having the following metes and bounds:

BEGINNING at an iron pin at the entrance of a branch at creek and running thence N 66 W 8.30 chns. to an iron pin at the corner of Bramlett property; thence S 38 W 13.20 chns. to a stake ORN; thence S 12 E 4.00 chns. to a R. O. Tree; thence S 40 E 2.60 chns. to a chestnut tree X3; thence S 78-1/2 E 1.50 chns. to a stone ORN; thence N 45 E 15.92 chns. to an iron pin; thence N 26-1/2 E 2.50 chns. to the beginning corner.

Mortgagor covenants and agrees that any proceeds from the sale of timber on the above described premises shall be used to pay the obligation secured by this Mortgage.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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