

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
1974 JUN 26 3 06 PM  
RECORDED BY W. S. WATSON

1355 509

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

WHEREAS, R. WAYNE BYRD

(hereinafter referred to as Mortgagor) is well and truly indebted unto JIM WILLIAMS, INC.

(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

Eleven Thousand One Hundred Thirteen and 52/100----- Dollars (\$ 11,113.52 ) due and payable  
eighteen (18) months from the date of execution hereof,

with interest thereon from date hereof at the rate of Eight (8) per centum per annum, to be paid: and computed semi-annually from date of execution hereof, and assumption of mortgage as set forth below.

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, its 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, State of South Carolina, being shown and designated as Lot No. 69 on a plat entitled "Stratton Place" by Piedmont Engineers and Architects dated July 10, 1973, and recorded in Greenville County Plat Book 4-R at Pages 36-37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the right of way of Bridgeton Drive at the joint front corner of Lots 69 and 70 and running thence S. 84-46 E. 160 feet to an iron pin; thence turning and running N. 5-14 E. 125 feet to an iron pin at the joint rear corner of Lots 68 and 69; thence turning and running with the joint line of Lot 68, N. 84-46 W. 160 feet to an iron pin; thence turning and running S. 5-14 W. 125 feet to the point of BEGINNING.

Mortgagor is further obligated to assume and agrees to pay the outstanding balance on a note and mortgage from Jim Williams, Inc., et al, to Fidelity Federal Savings and Loan Association in the original sum of \$52,000.00 dated June 26, 1974, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1314 at Page 778, and having a current balance of \$51,961.39.

This mortgage is junior in lien to that certain real estate mortgage dated June 26, 1974, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1314 at Page 778.



5.448

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.

1328 RV-2