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GREENVILLE CO. S. C.

1404 835

State of South Carolina  
COUNTY OF GREENVILLE

JUL 22 1 26 PM '77  
DONNIE S. TANKERSLEY  
R.H.C.

To All Whom These Presents May Concern:

I, T. Dan Owens

hereinafter called

the Mortgagor(s). SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by my certain promissory note in writing, of even date with these Presents, I am well and truly indebted to BANK OF GREER, GREER, S. C., hereinafter called Mortgagee, in the full and just sum of

-----Thirty-seven Thousand and no/100ths (\$37,000.00)----- DOLLARS,  
to be paid in monthly installments of \$448.92, commencing on the 10th day of August, 1977  
and on the 10th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the 10th day of July, 1987.

with interest thereon from date at the rate of eight per centum per annum, to be computed and paid monthly, as stated above, until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agree(s) to pay all costs and expenses including a reasonable amount 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 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 according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee,

ALL that lot of land in Greenville County, State of South Carolina, Chick Springs Township, near the City of Greer, situate on the southern side of U. S. Highway No. 29 as shown on a plat of the property of T. Dan Owens, prepared by John A. Simmons, Registered Surveyor, dated October 10, 1970, and recorded in Plat Book 4-H at Page 57 in the R.M.C. Office for Greenville County, and according to said plat having the following courses and distances:

BEGINNING at an old iron pin on the edge of the right-of-way of U. S. Highway No. 29 and running thence with said right-of-way, S. 67-35 W. 263.2 feet to an old iron pin on edge of said highway right-of-way at the corner of the Charles Miller property; thence, S. 41-54 E. 145 feet to an old iron pin; thence, S. 22-35 E. 202.6 feet to an iron pin; thence, S. 64-30 E. 149.2 feet to an iron pin; thence, N. 67-35 E. 114.9 feet to an iron pin; thence, N. 22-35 W. 450 feet to the beginning corner, containing 2.17 acres.

DERIVATION: See deed of M. A. Parnell to T. Dan Owens as recorded October 15, 1970, in Deed Book 900 at Page 421 in the R.M.C. Office for Greenville County, South Carolina.

There is of record a mortgage from the Mortgagor to the Mortgagee recorded in Mortgage Book 1236 at Page 461 in the original amount of \$90,000.00. Such existing mortgage and the mortgage executed herewith shall be of equal rank and a breach or default in the terms of either of such mortgages or the notes which they secure, shall constitute a breach of both and justify immediate simultaneous foreclosure on both mortgages in one foreclosure action.

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