



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Gerald L. Byars and Barbara A. Byars

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Forty-five Thousand and no/100----- (\$ 45,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Three Hundred

Sixty-two and 09/100----- (\$ 362.09) Dollars each on the first day of each

month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW KNOW ALL MEN That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee, it and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situate, lying and being on the northwestern side of Langley Road in O'Neal Township, Greenville County, South Carolina, being shown and designated as a tract of land containing 10.52 acres, more or less, as shown on a plat entitled PROPERTY OF FRANK AND LUCY S. HALL, made by Terry T. Dill, dated April 21, 1969, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-A at Page 183, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in Langley Road at the joint corner of the within described property and property now or formerly belonging to J. D. Anderson and running thence along the Anderson line N. 57-52 W. 178.5 feet to an iron pin; thence continuing along the Anderson line S. 89-08 W. 598 feet to an iron pin in or near a creek; thence with the creek as the line N. 10-50 W. 320 feet to an iron pin in the line of property now or formerly belonging to Case; thence along the Case line N. 47-15 E. 625 feet to an iron pin; thence S. 44-28 E. 423.1 feet to an iron pin; thence S. 23-28 E. 500 feet to an iron pin in Langley Road; thence along Langley Road S. 66-30 W. 157.5 feet to an iron pin, the point of beginning, together with right of ingress and egress over the private drive as shown on said plat.

The above property is the same property conveyed to Gerald L. Byars and Barbara A. Byars by deed of Richard R. Booms and Constance B. Booms dated July 25, 1978 to be recorded herewith.

0857

4328 RV-2