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MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: JACOB M. LYERLY, KEITH H. LYERLY and
MARY EUGENIA LYERLY (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto BANK OF TRAVELERS REST

(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 TWENTY EIGHT THOUSAND NINE HUNDRED NINETY ONE AND 60/100----- DOLLARS (\$ 28,991.60),

with interest thereon from date at the rate of 14 1/2 per centum per annum, said principal and interest to be repaid:

Due and payable at the rate of Five Hundred Eleven and 91/100 (\$511.91) Dollars in ninety six (96) monthly payments, with the first payment being due on October 1, 1980 and a like amount due on the first day of each month thereafter until paid in full.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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, containing 3,716 acres, more or less, on the northern side of Whitney Street at Slater, and having, according to a plat prepared by Dalton & Neves, Engineers, dated December, 1975, entitled "Property of Jacob M. Lyerly and Mary H. Lyerly", and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 5-T at Page 51, the following metes and bounds:

BEGINNING at an iron pin on the northern side of Whitney Street at the joint corner of the premises herein described and other property of J. P. Stevens & Co., Inc. and running thence with the said other property of J. P. Stevens & Co., Inc. N. 14-58 W. 505.64 feet to an iron pin in the line of property now or formerly of Eppes; thence with the line of the said Eppes property S. 67-36 W. 269.5 feet to an iron pin; thence with line of property now or formerly of Slater Community Association S. 0-13 E. 497.7 feet to an iron pin on the northern side of Whitney Street; thence with the northern side of Whitney Street, the following courses and distances: N. 77-28 E. 160 feet to an iron pin, thence N. 71-46 E. 100 feet to an iron pin, thence N. 48-25 E. 90 feet to an iron pin and thence S. 76-54 E. 61 feet to the point of beginning.

DERIVATION: Deed of J. P. Stevens & Co., Inc. recorded July 28, 1976 in Deed Book 1040 at Page 339. Mary H. Lyerly died intestate August 12, 1979 in Greenville County, South Carolina. At the time of her death, Mrs. Lyerly owned a one-half (1/2) undivided interest in the above described property. Her sole heirs at law were Jacob M. Lyerly, Keith H. Lyerly and Mary Eugenia Lyerly, all of whom were sui juris.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
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LOVE, THORNTON, ARNOLD & THOMASON
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Jacob M. Lyerly et al

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