

MORTGAGE OF REAL ESTATE -

NO. 1530 470

STATE OF SOUTH CAROLINA

FILED
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

AUG 20 2 24 PM '81

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANNERSLEY
R.M.C.

WHEREAS, R. WAYNE BYRD AND YVONNE SHIFLET BYRD

(hereinafter referred to as Mortgagor) is well and truly indebted unto the PENSION PLAN AND TRUST OF BROWN, BYRD, BLAKELY, MASSEY & LEAPHART, P. A.

(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 Thousand and no/100 ----- Dollars (\$ 20,000.00) due and payable as provided for in said Note, the final maturity of which is 389 days after the date hereof,

with interest thereon from 12/8/80 at the rate of fifteen per centum per annum, to be paid: quarterly

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 ~~XXXXX~~ State of South Carolina, County of

on the Northern side of Chapman Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 132 as shown on a plat entitled "Chanticleer, Section III", dated May 9, 1968, prepared by Campbell & Clarkson, R.S., and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book WWW at Page 23, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Chapman Road at the joint front corner of Lots Nos. 132 and 133 and running thence with the line of Lot No. 133, N. 3-10 E., 211.4 feet to an iron pin at the joint rear corner of Lots Nos. 132A and 133; thence with the line of Lot No. 132A, S. 57-41 E., 168.2 feet to an iron pin on the Western side of the curve of Catesby Vale; thence with the Western side of the curve of Catesby Vale, S. 18-39 W., 20 feet to an iron pin; thence continuing with the Western side of the curve of Catesby Vale, S. 1-49 W., 41.2 feet to an iron pin; thence continuing with the Western side of the curve of Catesby Vale, S. 15-07 W., 50 feet to an iron pin; thence S. 55-55 W., 37.9 feet to an iron pin on the Northern side of Chapman Road; thence with the Northern side of Chapman Road, N. 82-00 W., 22.4 feet to an iron pin; thence continuing with the Northern side of Chapman Road, N. 85-31 W., 79.2 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of R. Wayne Byrd, recorded in the Greenville County RMC Office in Deed Book 1128 at Page 801 on July 8, 1980.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
200.00

400 33031801

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 such 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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