

FILED
GREENVILLE CO. S. O.
4 12 PM '81
JENN
WALTERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Byars Builders, Inc. and William Walter Byars, Individually,
(hereinafter referred to as Mortgagor) is well and truly indebted unto Commercial Mortgage Company, 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 Fifty-Seven Thousand Six Hundred and No/100--
Dollars (\$ 57,600.00 due and payable
in full on or before April 27, 1982.

January 27, 1982 month
with interest thereon from ~~XXXX~~ at the rate of three per centum per ~~XXXX~~ to be paid quarterly in advance.

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, shown and designated as Lots Nos. 1 and 14 on a plat entitled "Kings Court Subdivision". Said plat is recorded in the R.M.C. Office for Greenville County in Plat Book 4-X at Page 78. For a more complete and full description, reference is hereby made to the plat described.

This being a portion of the property as conveyed to Byars Builders, Inc. by Frank Ulmer Lumber Company, Inc. recorded September 4, 1981 in the R.M.C. Office for Greenville County in Deed Book 1154, Page 696.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) MORTGAGE RELEASE XX

FOR VALUE RECEIVED, Frank Ulmer Lumber Company, Inc., by its duly authorized officer, Thomas V. Melton, Jr., does hereby release and forever discharge from that certain mortgage September 4, 1981, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1551, Page 998, in the original amount of \$15,000, the above described property; PROVIDED, however, that as to the remainder of the property described in said mortgage, the mortgage shall remain in effect.

In the presence of:

Debra L. Luffe
Nancy M. Sickle

FRANK ULMER LUMBER COMPANY, INC.
BY:

Thomas V. Melton, Jr.
Credit Manager

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Frank Ulmer Lumber Company, Inc., by its duly authorized officer, Thomas V. Melton, Jr., sign, seal and as its act and deed deliver the within Release, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
27th day of October 1981.

Nancy M. Sickle (SEAL)

Notary Public for South Carolina - Commission expires: 10-8-89
Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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