

FILED MORTGAGE
THE STATE OF SOUTH CAROLINA, S. C.

COUNTY OF Greenville NOV 27 3 35 PM '82

BOOK 1586 PAGE 664

JOHN S. TANNERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: Rex Byrd And Mary Byrd

of the County of Greenville State of South Carolina, hereafter called "Mortgagors", send greeting

WHEREAS, the Mortgagors are justly indebted to BENEFICIAL FINANCE CO. of SOUTH CAROLINA, hereafter called "Mortgagee", and have executed a Revolving Loan Agreement, hereafter referred to as the "Agreement," of even date with this Mortgage, by which Mortgagee is obligated to make loans and advances up to \$ 8,000.00, hereinafter referred to as the "Line of Credit," which shall be made pursuant to the provisions of the South Carolina Consumer Protection Code (CPC), and all other obligations of Mortgagors under the terms and provisions of this Mortgage, it being hereby expressly agreed that upon default in the payment of the Agreement or of any charge in connection with the Mortgage, or of insurance premiums, taxes or assessments or in the performance of any of the requirements as to taxes or insurance or of any of the other conditions contained in the Mortgage, Mortgagee, subject to the provisions of the South Carolina CPC with respect to default and the right to cure the default, shall have the right to declare the entire Unpaid Principal Balance (hereafter referred to as the "Unpaid Balance") due under the Agreement to be immediately due and owing, and to proceed to enforce the collection of the Agreement together with a reasonable attorney's fee up to 15% of the Unpaid Balance for any litigation concerning the debt, and all other amounts secured hereby:

NOW KNOW ALL MEN That Mortgagors, in order better to secure the payment of the above mentioned Agreement in accordance with its terms, and all other sums mentioned therein or herein, and also in consideration of the further sum of TEN DOLLARS to Mortgagors in hand well and truly paid by Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged in this instrument, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Mortgagee, its successors and assigns, the real property situated in the County of Greenville, State of South Carolina (hereafter described as the "Property") and described as follows:

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in Saluda township, Greenville County, South Carolina, located on the Southwest side of Landrum Creek Rd. (also known as Cucumber Creek Rd.), bounded on the North by property now or formerly owned by Vest, on the West by property now or formerly owned by Bramlett, on the South by property now or formerly owned by Dunn, and on the East by property now or formerly owned by Stephen Ward, et al, containing 12.79 acres according to plat made by W. A. Hester and having the following metes and bounds:

BEGINNING at an iron pin at the entrance of a branch at creek and running thence N 66 W 8.30 chns. to an iron pin at the corner of Bramlet property; thence S 38 W 13.20 chns. to a stake ORN; thence S 12 E 4.00 chns. to a R. O. Tree; thence S 40 E 2.60 chns. to a chestnut tree X3; thence S 78-1/2 E 1.50 chns. to a stone ORN; thence N 45 E 15.92 chns. Property conveyed to the Grantors herein by Deed of Emily Burdette dated September 11, 1969 recorded in deed book 876 page 133.

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