

FILED S.C.
DEC 17 10 57 AM '82
JOHN W. WILKINS
CLERK

REAL ESTATE MORTGAGE

LENDER - MORTGAGEE

FORD MOTOR CREDIT COMPANY

211 Century Dr., Suite 100-C, Greenville, S.C. 29607

BORROWER(S) - MORTGAGOR(S)

Paul G. Byars and Barbara N. Byars

111 Cox St., Travelers Rest, S.C. 29690

STATE OF SOUTH CAROLINA)

County of Greenville)



TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the undersigned Mortgagor(s) hereinafter referred to as "Mortgagor" in and by that certain Promissory Note, bearing Loan Date 12-13-82, stand firmly held and bound unto Ford Motor Credit Company hereinafter sometimes referred to as "Mortgagee," in the penal sum of Thirty Three Thousand Six Hundred and no/100 DOLLARS, conditioned for the payment of the full and just sum of Fourteen Thousand Nine Hundred Ninety Nine and 12/100-DOLLARS as in and by the said Promissory Note and condition thereof, reference being thereunto had, will more full appear.

NOW, KNOW ALL MEN, THAT said Mortgagor Paul G. Byars & Barbara N. Byars in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the condition of the said Promissory Note, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mortgagee.

FORD MOTOR CREDIT COMPANY,
ITS SUCCESSORS AND ASSIGNS:

ALL that lot of land in the County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 57 and Lot No. 58 as shown on plat of Sunny Acres, recorded in the R.M.C, Office for Greenville County in Plat Book BB at Pages 168 and 169, and having, according to said plat, the following metes and bounds, to-wit:

TRACT I. Portion of Lot No. 57

BEGINNING at an iron pin on the Southern side of Cox Drive, at the joint front corner of Lots 57 and 58, and running thence with the joint line of said Lots S. 9-40 E. 125.7 feet to an iron pin; running thence S. 70-05 W. 67.7 feet to an iron pin in the line of property heretofore conveyed to David C. Allen, et.al.; running thence along a new line through said lot N. 7-14 W. 135.0 feet to an iron pin on the Southern side of Cox Drive; running thence with the Southern side of said Drive N. 84-20 E. 60.8 feet to an iron pin, point of beginning.

TRACT II. Lot No. 58. BEGINNING at an iron pin on the Southern side of Cox Drive, at the corner of Lot No. 59, and running thence S. 19-50 E. 129.4 feet to an iron pin; thence S. 79-05 W. 90 feet to an iron pin; thence N. 9-40 W. 125.7 feet to an iron pin on the Southern side of Cox Drive; thence with said Drive N. 65-14 E. 68 feet to the point of beginning. Being the property conveyed to the mortgagors by deed of Allen Williams, et.al. 10-20-80 in Book 1135 at page 820, and also

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, property conveyed by B&B Builders, Inc. 10-20-80 in Book 1135, Page 835.

The above property is also known as 111 Cox St., Travelers Rest, S.C.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its successors and assigns forever. And the Mortgagor does hereby bind his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against his heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, his heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in at least such sums as the Mortgagee shall from time to time require and assign the policy of insurance to the said Mortgagee, its successors or assigns. And in case the Mortgagor at any time neglects or fails so to do, then the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, or in the said Promissory Note for which this instrument is evidence of security, the whole amount of the debt secured by this mortgage shall at the option of the said Mortgagee become immediately due and payable.

AND IT IS FURTHER AGREED, that said Mortgagor, his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

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