

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

GREENVILLE, S.C.

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CITIZENS B. & L. ASSOCIATION
P. O. BOX 388, 117 TRADE ST.
GREER, S. C. 29651

To All Whom These Presents May Concern:

We, James P. Hyman and Mary Ann Hyman

SEND GREETING:

WHEREAS, we the said James P. Hyman and Mary Ann Hyman

in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of One Hundred Five Thousand & No/100 - - - - - (\$105,000.00) Dollars, with interest from the date hereof at the rate of Thirteen 1/2 per cent (13.5%) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of One Thousand Three Hundred Sixty Three & 24/100 - - - - -

(\$ 363.24) Dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said James P. Hyman and Mary Ann Hyman in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor— in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and being shown on Plat of Property of James P. Hyman and Mary Ann Hyman, dated 9/26/83, made by K. T. Gould, Inc., Surveyor, and recorded in Greenville County R.M.C. Office in Plat Book 10C, Page 25. Said Plat is specifically referred to for a more complete description.

DERIVATION: See Deed of Wilson Limited, Inc. dated 10/19/79, in Deed Book 958, Page 636.

This is the same conveyed to me by C. E. Runion by deed dated October 26, 1983 recorded in Deed Book 1199, Page 238, in the R.M.C. Office for Greenville County on October 26, 1983.

1983 OCT 26 10 42 AM
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