MORTGAGE OF REAL ESTATE - Offices of YOKNOS EVSPENCE, Attorneys at Law, Greenville, South Carolina

Shor 1452 FAGE 477

## STATE OF SOUTH CAROLINA,

V.

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS we JOHNNY H. HYATT and SHARON K. HYATT

well and truly indebted to

SOUTHERN BANK & TRUST CO., P.O. Box 1329, Greenville, S.C. 29602

in the full and just sum of Nine Thousand Sixty and no/100 (\$9,060.00)

Dollars, in and by our certain promissory note in writing of even date herewith, due and payable that the day of the certain promissory note in writing of even date herewith, due and payable that the day of the certain promissory note in writing of even date herewith, due and payable that the certain promissory note in writing of even date herewith, due and payable that the certain promissory note in writing of even date herewith, due and payable that the certain promissory note in writing of even date herewith, due and payable that the certain promissory note in writing of even date herewith, due and payable that the certain promissory note in writing of even date herewith the certai

in sixty equal monthly installents of One Hundred Fifty One and no/100 (\$151.00) Dollars, commencing January 22, 1979, and a like amount on the same day of each successive month, until paid in full; payments include principal and interest

with interest from and after default at the rate of fourteen per centum per annum until paid; interest to be computed and paid monthly aimaily, and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Johnny H. Hyatt and Sharon K. Hyatt

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

SOUTHERN BANK & TRUST CO., its successors and assigns:

All that lot of land in the County of Greenville, State of South Carolina, containing 7.65 acres, more or less, as is shown on plat of Harold Hyatt recorded in the R.M.C. Office in plat book "4-0" page 349, and having the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Old Saluda Dam Road, at the corner of property conveyed to James Hyatt, et al., and running thence S 70-44 E 292.2 feet to an iron pin; thence S 19-00 E 155 feet to an iron pin; thence S 3-00 E 275 feet to an iron pin; thence in a westerly direction approximately 225 feet to an iron pin; thence N 27-30 W 500 feet to an iron pin in the center of Old Saluda Dam Road; thence along the center of said road, the following traverses and distances: N 37-41 E 100 feet; N 30-60 Ol E 71 feet; N 25-11 E. 110.2 feet to the point of beginning.

This is a portion of the property conveyed to us by Harold L. Hyatt, et al., in deed book 1042, page 670, recorded September 10, 1976. This property is subject to a right-of-way to Duke Power Co. and is subject to three rights-of-way to Western Carolina Regional Sewer Authority, as will appear of record.

DUCUMENTARY STAMP TAX CO. 3. J. 1

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