

State of South Carolina,

COUNTY OF Greenville

I, Theron D. Byers,
WHEREAS, I the said Theron D. Byers SEND GREETING:

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to Mary B. Sutherland in the full and just sum of Three Thousand Three Hundred Fifty and No/100ths (\$ 3,350.00) DOLLARS, to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:
Beginning on the 6th day of June, 1955, and on the 6th day of each month of each year thereafter the sum of \$ 193.56, to be applied on the interest and principal of said note, said payments to continue up to and including the 6th day of October 1956, and the balance of said principal and interest to be due and payable on the 6th day of November 1956; the aforesaid monthly payments of \$ 193.56 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 3,350.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said Theron D. Byers, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mary B. Sutherland according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said Theron D. Byers, in hand and truly paid by the said Mary B. Sutherland at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said MARY B. SUTHERLAND:

All that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, situate, lying and being about one-half mile East of the Perry Hudson Old Mill Place on the North side of the Greenville-Pelham hard surfaced road, being a portion of the Eva Hudson lands as shown on a plat by J. Earle Freeman, Surveyor, recorded in the R. M. C. Office for Greenville County in Plat Book O at page 101, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the North side of the Greenville-Pelham hard surfaced road shown on said plat, and running thence N. 1-37 W. 230 feet to an iron pin; thence N. 73-30 E. 190 feet to an iron pin; thence S. 1-37 E. 230 feet to an iron pin; thence S. 73-30 W. 190 feet to the beginning corner, containing one acre, more or less

This is the identical property conveyed to the mortgagor herein by deed of S. L. Byers dated July 1, 1948, and recorded in the R. M. C. Office for Greenville County in Deed Volume 352 at page 169.

This mortgage of the above premises is junior in rank to the following mortgages: (1) Mortgage given by Theron D. Byers to Hugh S. and Hattie G. Barton dated April 27, 1951, and recorded in the R. M. C. Office for Greenville County in Mortgage Volume 497 at page 392, and (2) Mortgage given by Theron D. Byers to Hugh S. Barton dated March 19, 1952, and recorded in the R. M. C. Office for Greenville County in Mortgage Volume 525 at page 420.

(over)

SEARCHED AND CANCELLED UP RECORD
23 MAY 30
4:00 P.M. NO. 12353

FOR SATISFACTION OF THIS MORTGAGE SEE
SATISFACTION BOOK 72 PAGE 472