

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF GREENVILLE APR 15 11 58 AM '71

BOOK 1187 PAGE 49

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Herman L. Byars and Jennie Lou Byars,
(hereinafter referred to as Mortgagor) is well and truly indebted unto Abney Mills Greenville Federal Credit Union, a corporation,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Five Thousand Five Hundred - - - - - Dollars (\$ 5,500.00) due and payable in monthly installments of Forty-Five Dollars and Eighty-Three (\$45.83) Cents each, plus interest, for one hundred twenty (120) months, commencing May 15th, 1971, and on the 15th day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of seven per centum per annum, to be paid monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township, containing 1.58 acres, more or less, as shown on a plat made by C.O. Riddle, Surveyor, dated April 10, 1971, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of a 50 foot unnamed street, said pin being located N. 71-10 W. 180 feet from the northwest intersection of said unnamed street and Miller Road; and running thence along property now or formerly of Elizabeth L. Thompson N. 0-35 W. 211.4 feet to an iron pin; thence N. 51-54 W. 256.9 feet to an iron pin; thence S. 42.38 W. 206.1 feet to an iron pin; thence S. 51-37 E. 305.9 feet to an iron pin on the northern side of a 50 foot unnamed street; thence along said 50 foot unnamed street the following courses and distances:

S. 75-41 E. 88.7 feet to an iron pin; thence S. 71-10 E. 19.5 feet to an iron pin, the beginning corner.

This is the same property conveyed to the mortgagors by deed from Sanford L. Lindsey, dated April 15th, 1971, recorded simultaneously herewith.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.