

1479 834

State of South Carolina

COUNTY OF SPARTANBURG AND  
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

LEE J. JOYAL and SHIRLEY F. JOYAL,

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by their certain promissory note in writing, of even date with these Presents, we do well and truly indebted to BANK OF GREER, GREER, S. C., hereinafter called Mortgagee, in the full and just sum of

ONE HUNDRED, SIXTY FOUR THOUSAND AND NO/100ths DOLLARS,  
to be paid in monthly installments of \$1864.09 commencing on the 23 day of September, 1979  
and on the 23 day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the 23 day of August, 1994.

with interest thereon from August 23, 1979 at the rate of 11 per centum per annum, to be computed and paid monthly, as stated above, until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agree(s) to pay all costs and expenses including a reasonable amount 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 the said Mortgagor(s), 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 terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing 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 Mortgagee,

ALL those lots of land in the State of South Carolina, County of Spartanburg, being shown as .42 acres and .95 acres on a plat entitled "Property of Lee J. Joyal Co., Inc., prepared by John A. Simmons, Surveyor, dated June 17, 1976 and recorded in the RMC Office for Spartanburg County in Plat Book 78 at page 219.

The .42 acre lot is a portion of 1.02 acres conveyed to Lee J. Joyal and Shirley F. Joyal by deed of Roy E. Collins, Sr. and Lorene T. Collina, recorded on August 5, 1959 in Deed Book 25-Y at page at page 136.

The .95 acre lot is the identical property conveyed to Lee J. Joyal by Roy E. Collins and Lorene T. Collins, recorded on June 14, 1974 in Deed Book 41-Z at page 792.

ALSO, All that certain parcel or tract of land containing 50 acres, more or less, situated on the west side and a small portion on the east side of a new County Road leading from the Pennington Road to the Fews Chapel-Skyland School Road in the Forrester Community about eight miles northward from the City of Greer, Highland Township, Greenville County, State of South Carolina, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the northwest corner of said tract, and running thence S. 3-00 W. 441 feet to an old corner; thence S. 0-3/4 W. 1014.4 feet to a stone and dead red oak; thence N. 76-30 E. 1881 feet to a stone and small red oak on the west side of the road mentioned above; thence along or near the said road, N. 6-21 W. 347 feet and N. 3-55 E. 756 feet; thence S. 88-55 W. 1810 feet to the beginning corner.

THIS is the identical property of T. I. Forrester, et al recorded on March 1, 1966 in Deed Book 793 at page 61 in the RMC Office for Greenville County.

PLEASE READ

TO: EDWARDS, DUGGAN AND REESE, P. O. BOX 126  
Greer, S. C.  
29651  
3 53 AM '79  
SHERSLEY

RECORDED  
AUG 23 PM 1:24  
SPARTANBURG, S.C.  
hereinafter called

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