

GR... S. C.

State of South Carolina

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COUNTY OF GREENVILLE

A. M. JOY AND CAROLYN C. JOY SEND GREETING:

WHEREAS, we the said A. M. Joy and Carolyn C. Joy

in and by ONE certain promissory note in writing, of even date with these presents ARE well and truly indebted to SOUTHERN BANK AND TRUST COMPANY

in the full and just sum of Eighteen Thousand Nine Hundred Thirty-six and 60/100 (\$ 18,936.60) DOLLARS, to be paid at

said balance being payable in monthly installments as follows:

Beginning on the 1st day of March 1980, and on the 1st day of each month of each year thereafter the sum of \$ 315.61

interest and principal of said note, said payments to continue up to and including the 1st day of January 1985, and the balance of said principal and interest to be due and payable on the 1st day of February 1985; the aforesaid monthly payments of \$ 315.61

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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 we the said A. M. Joy and Carolyn C. Joy, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Southern Bank and Trust Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US the said A. M. Joy and Carolyn C. Joy in hand and truly paid by the said Southern Bank and Trust Company 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 Southern Bank and Trust Company, its successors and assigns, forever:

All that piece, parcel or tract of land, containing 3 acres, more or less, situate, lying and being on the Southeastern side of John Preston Road, in the County of Greenville, State of South Carolina, as shown on a plat entitled "Survey for G. W. Campbell", prepared by Carolina Surveying Co., dated November 14, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-2 at page 72, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of John Preston Road at the joint corner of the premises herein described and property now or formerly of the Campbell Estate, and running thence with the line of the said Campbell Estate property S. 45-43 E. 407.8 feet to an iron pin; thence continuing with the line of the said Campbell Estate property S. 47-45 W. 290 feet to an iron pin in or near a creek; thence with the creek as the line, having a traverse line of N. 73-04 W. 130 feet to an iron pin in the line of property now or formerly of James E. Burger; thence with the line of the said Burger property N. 45-42 W. 250.2 feet to an iron pin on the Southeastern side of John Preston Road; thence with the Southeastern side of John Preston Road N. 40-15 E. 350 feet to the point of beginning.

(Cont'd.)

\*including interest at the rate of 14.02% per annum, while interest has been discounted and retained by the lender and incorporated in and made a part of the within indebtedness.

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