

FILED
GREENVILLE CO. S.C.

Mar 8 1973

ELIZABETH MIDDLE
R.M.C.**FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF GREENVILLE****State of South Carolina**

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JOHNNY MACKEY BYRD AND JERLINE S. BYRD

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of TWELVE THOUSAND TWO HUNDRED FIFTY AND NO/100----- \$ 12,250.00

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest at the rate or rates therein specified in installments of Eighty-Nine and 90/100----- \$ 89.90

month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balance, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date; or

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collateral given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings, and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot 60, on Plat of Sylvan Hills, plat of which is recorded in the RMC Office for Greenville County, S. C. In Plat Book S, page 103, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Milton Drive, joint front corner Lots 59 and 60; and running thence along the common line of said lots S. 29-06 W. 135.4 feet to an iron pin; joint corner Lots 58, 59 and 60; thence along the common line of Lots 58 and 60 S. 77-58 W. 85.0 feet to an iron pin, joint rear corner of Lots 60 and 61; thence along the common line of said last mentioned lots N. 5-36 W. 150 feet to an iron pin on the Southern side of Milton Drive; thence along the Southern side of Milton Drive N. 84-24 E. 50 feet to an iron pin; thence still along the Southern side of Milton Drive along a curved portion thereof, the chord of which runs S. 81-13 E. 64.9 feet to an iron pin; thence continuing along the Southern side of Milton Drive S. 55-09 E. 25 feet to an iron pin, the point of beginning.