

MORTGAGE OF REAL ESTATE—Offices of Price & Poag, Attorneys at Law, Greenville, S. C.

BOOK 1438 PAGE 413

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNA E. TANKERSLEY
R.M.C.

MORTGAGE



TO ALL WHOM THESE PRESENTS MAY CONCERN: EDDIE J. BYRD, JR. AND ESSIE MAE BYRD

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

WHEREAS, the Mortgagor is well and truly indebted unto Southern Bank & Trust Co.

(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 TWO THOUSAND SEVEN HUNDRED FIFTY

AND 76/100. DOLLARS (\$ 2,750.76).

due and payable in 36 consecutive monthly payments of \$76.41 each, with the first payment due January 1, 1980, and continuing each and every month until paid in full, payments to be applied first to interest, which has been added to the principal above, and then to principal.

(8%) (APR 14.35)

with interest thereon from date at the rate of eight / per centum per annum, to be paid: as stated above

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, Eddie J. Byrd, Jr. and Essie Mae Byrd. One lot or parcel of land known as lot on Dean Street (formerly Douglas Street), District 500 and on Block Book Maps Sheet 95, Block 10, Lot No. 35.

The perscription and location of said lot, situate on the Western Side of Dean Street (formerly Douglas Street) in the City of Greenville, South Carolina, described as follows:

BEGINNING at an iron pin at the corner of the lot, now or formerly owned by Frank Austin which point is on the western side of Dean Street (formerly Douglas Street) and runs thence along the Frank Austin line N. 87-21 W. 91.3 feet to a point in the line now or formerly of Janie Pearson lot, thence along the line of her lot N. 11-15 E. 41.6 feet, thence S. 82-18 E. 90 feet to an iron pin on Dean Street (formerly Douglas Street), thence along Dean Street (formerly Douglas Street) S. 11-15 W. 33 feet to the beginning corner.

The above described property is the same conveyed to the Mortgagors by the Deed of Ollie McElroy by Deed dated July 20, 1979, and recorded the same date in Deed Book 1107 at Page 107.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or 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.

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