

Mortgagee's Address: P. O. Box 485, Travelers Rest, SC 29690

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

1597 PAGE 175

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
MAR 8 11 33 AM '83

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONNIE S. TANKERSLEY  
JAMES H. DYER AND PATSY H. DYER

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE BANK OF TRAVELERS REST

(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 Twenty-Two Thousand, Seven Hundred Sixty-Seven and 67/100----- Dollars (\$ 22,767.67 ) due and payable

in 120 equal monthly installments of Three Hundred Thirty-Nine and 94/100 Dollars (\$339.94) each beginning March 18, 1983 and continuing on the 18th day of each month thereafter until paid in full,

with interest thereon from date at the rate of 12.98%-- 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

All that piece, parcel or lot of land in Cleveland Township, Greenville County, South Carolina, on Echo Lane (formerly Church Road) containing three (3) acres, more or less, according to a plat prepared by Charles F. Webb, R.L.S., for James H. Dyer and Patsy H. Dyer, dated February 1983, to be filed herewith, and having according to said plat the following metes and bounds, to-wit:

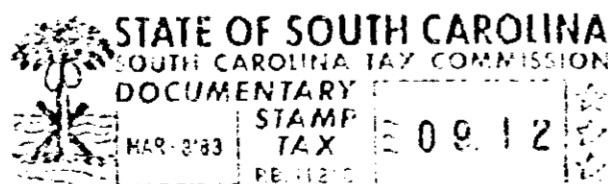
BEGINNING at an iron pin on the western side of Echo Lane at a point 715 feet from the intersection of Silver Shoals Road and running thence S. 86-45 W. 260.17 feet to an iron pin in the center of G & N Railroad bed and running thence N. 10-15 E. 141.26 feet to an old iron pin in the center of said railroad bed; thence N. 77-52 W. 156.2 feet to the center of the Middle Saluda River; thence N. 47-44 E. 136 feet to a point; thence W. 4-30 E. 131 feet to a point; thence S. 73-16 E. 115 feet to a point in the center of said railroad bed; thence S. 71-34 E. 102.8 feet to a point; thence N. 56-20 E. 110 feet to a point; thence S. 80-40 E. 200 feet to a point on the western side of Echo Lane; thence running with said Echo Lane S. 53-20 W. 100 feet to a point on said road; thence S. 37-28 W. 200 feet to an old iron pin on said road; thence S. 8-25 W. 125 feet to an old iron pin, the point of beginning.

This being 3 acres, more or less, out of 4.6 acres conveyed to James H. Dyer and Patsy H. Dyer by deed of M. L. Jarrard dated September 25, 1975 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1025 at Page 26.

This property is mortgaged subject to all recorded easements and rights-of-way.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagors shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

The plat above referred to is recorded in Plat Book 9-N, at Page 100, in the R.M.C. Office for Greenville County, South Carolina.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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.

0170

4328 RV 21