

MORTGAGE OF REAL ESTATE—Offices of MANN & MANN, Attorneys at Law, Greenville, S.C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED BOOK 908 PAGE 375  
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN  
NOV 26 1962

OLLIE FARNSHURTH  
R.M.C.

WHEREAS, American Mortgage & Investment Company, a Corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Otis Byars and Iris J. Byars, their Heirs and Assigns forever:

(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 Sixteen Thousand and No/100----- Dollars (\$ 16,000.00) due and payable

\$177.64 on the 1st day of each and every month until paid in full, commencing December, 1962; payments to be applied first to interest, balance to principal; with privilege to anticipate payments at any time,

with interest thereon from date at the rate of six 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:

1/20/73 DEC 19 1972 JAN 18 1973 BOOK 1264 PAGE 104 RECORDING FEE \$5.00  
Form No. 100—Assignment of Mortgage  
BALLES, EVANS & COLESTELL CO., CHARLESTON, S.C. Revised July 1st, 1924

73 STATE OF SOUTH CAROLINA, For Mortgage to this Assignment see REM Book 908 Page 375

RSLEY For valuable consideration to US in hand paid, receipt whereof is hereby acknowledged, we,

Otis Byars and Iris J. Byars

do hereby set over, transfer and assign

to American Mortgage & Investment Company, its successors executors, administrators and assigns,

all of our right, title and interest in and to a certain mortgage, together with the bond it was given to secure, executed by American Mortgage & Investment Company to

Otis Byars and Iris J. Byars

, dated the

day of 19, and duly recorded in the RMC Office for

Greenville County, in Book 908, Page 375

Witness my hand and seal, this our day of December 7<sup>th</sup>, 1972

Signed, sealed and delivered in the presence of X Otis Byars (L.S.)

X Iris J. Byars (L.S.)

VIRGINIA  
THE STATE OF SOUTH CAROLINA,  
VIRGINIA BEACH County,

PERSONALLY appeared before me K.T. Outz who, being duly

swn, says that he saw the above named OTIS BYARS AND IRIS J. BYARS

sign, seal, and affix act and deed, deliver the foregoing Deed of Assignment, and that he, with

SWORN to before me, this 7<sup>th</sup> day of December 1972

My Commission Expires December 31, 1975

Notary Public, S.C.

Assignment Recorded January 18, 1973 at 11:30 AM.

of all 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 such 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.