

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

40225 PROVENCE-JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, S. L. Byers

SEND GREETINGS:

Whereas, I the said S. L. Byers  
in and by my certain promissory note in writing, of even date with these presents,  
well and truly indebted to Bank of Greer, Greer, S. C.

in the full and just sum of Eight Hundred, Thirty-seven and 80/100  
(\$ 837.80 ) Dollars, to be paid as therein stated

with interest thereon from maturity at the rate of seven per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 I, the said S. L. Byers

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Bank of Greer, Greer, S. C.

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said S. L. Byers in hand well and truly paid by the said Bank of Greer, Greer, S. C.

at and before signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Bank of Greer, Greer, S. C.

All that piece, parcel or lot of land in Butler Township, State and County aforesaid, and having the following metes and bounds according to a plat and survey made by J. Earle Freeman, February 20th, 1939, to wit:

BEGINNING at an iron pin on the North side of Pelham Hard surfaced Road, joint corner of lands nor or formerly owned by Mrs. Gertrude H. Waldrop, and running thence N. 1 1/2 W. 19.86 chains to an iron pin; thence N. 85 1/2 E. 10.75 chains to an iron pin on the South side of a Public Road; thence S. 21-3/4 E. 16.50 chains to an iron pin; thence S. 21 1/2 E. 1.26 chains to an iron pin on North side of Hard surfaced Pelham Road; thence with the North side of said road S. 79 1/4 W. 9.16 chains to an iron pin; thence still with said road S. 73 1/2 W. 8.43 chains to an iron pin, the beginning corner, containing 25.70 acres, more or less and being the same tract of land conveyed to me by Mrs. Eva Hudson and Roselle H. Clark by deed recorded in R. M. C. Office for Greenville County in Vol. 209, page 127.

*He hereby assign and transfer, without recourse, the within note and mortgage to J. P. Byers, Roy Byers and Ley Byers,*

*Witness  
Harry Daniel  
J. J. Morgan, Jr.*

*Bank of Greer  
Greer, S.C.  
J. S. McClinton,  
Cashier,*

*Assignment Recorded January 7th, 1941 at 3 P.M. # 323.*

*Witness Harry Daniel  
J. J. Morgan, Jr.  
Paid in full  
note and mortgage  
30th day of April 1943  
J.P. Byers  
Ley Byers  
RECORDED AND CANCELLED OF  
JAN 10 1941  
GREENVILLE COUNTY, S.C.*