

FILED GREENVILLE CO. S. C. BOOK 1355 PAGE 938

State of South Carolina

7/13/75 4 52 PM '75 DONNE S. TANKERSLEY R.M.C.

COUNTY OF GREENVILLE

JAMES C. RYAN, JR., AND JANICE T. RYAN

SEND GREETING:

WHEREAS, we the said James C. Ryan, Jr., and Janice T. Ryan

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Bankers Trust of South Carolina

in the full and just sum of Forty-seven Thousand and No/100 \$ 47,000.00 DOLLARS, to be paid at Bankers Trust Plaza in Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of nine (9%) per centum per annum, said principal and interest being payable in annual installments as follows:

Beginning on the 1st day of January 1977, and on the 1st day of each January of each year thereafter the sum of \$4,563.00, to be applied on the

interest and principal of said note, said payments to continue up to and including the 1st day of January 1986, and the balance of said principal and interest to be due and payable on the 1st day of January 1987, the aforesaid annual payments of \$4,563.00 each are to be applied first to

interest at the rate of nine (9%) per centum per annum on the principal sum of \$ 47,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each annual payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 we the said James C. Ryan, Jr., and Janice T. Ryan

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Bankers Trust of South Carolina according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to James C. Ryan, Jr., and Janice T. Ryan

in hand and truly paid by the said Bankers Trust of South Carolina at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Bankers Trust of South Carolina, a banking association organized and existing under the laws of the United States of America, its successors and assigns, forever:

All that certain piece, parcel or lot of land situate on the West side of Belmont Avenue in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the Southern portion of Lot No. 12 and the Northern portion of Lot No. 13 as shown on a plat of Alta Vista made by R. E. Dalton, Engineer, dated June, 1925, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book G at page 20 and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the West side of Belmont Avenue, which point is 120 feet from the Northwestern intersection of Crescent Avenue and Belmont Avenue; and running thence N. 84-35 W. 164.75 feet to a point in the rear line of Lot No. 13; thence along the line of Lots Nos. 13 and 12 N. 4-15 E. 80 feet to a point in the rear line of Lot No. 12, which point is the rear corner of a lot now or formerly belonging to Sara T. DuPree; thence along the line of said DuPree lot S. 84-35 E. 164.75 feet to a point in the West side of Belmont Avenue; thence along the West side of Belmont Avenue S. 4-15 W. 80 feet to the point of beginning.

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