

State of South Carolina }  
COUNTY OF GREENVILLE }

FILED  
MAR 30 1982  
S. C.  
3 00 PM '82  
H. W. FRSLEY

CITIZENS B. & L. ASSOCIATION  
P. O. BOX 388, 117 TRADE ST.  
GREER, S. C. 29651

To All Whom These Presents May Concern:

We, Michael D. Layman and Elizabeth T. Layman

SEND GREETING:

WHEREAS, we the said Michael D. Layman and Elizabeth T. Layman

in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of **Seventy Six Thousand Five Hundred & No/100 - - - - - (\$ 76,500.00 )** Dollars, with interest from the date hereof at the rate of **Seventeen** per cent ( **17 %**) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

**One Thousand One Hundred Seventy Seven & 39/100 - - - - - (\$ 1,177.39 )** Dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said Michael D. Layman and Elizabeth T. Layman, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor, in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the easterly side of Shady Creek Court, near the City of Greenville, being known and designated as Lot No. 492 on plat entitled "Map 2, Section 2, Sugar Creek", as recorded in the R.M.C. Office for Greenville County, in Plat Book 7-X at Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Shady Creek Court, said pin being the joint front corner of Lots 491 and 492 and running thence with the common line of said lots N. 89-03-09E, 256.95 feet to an iron pin, the joint rear corner of Lots 491 and 492; thence N. 51-24-08 W., 194.47 feet to an iron pin, the joint rear corner of Lots 493 and 494; thence with the joint line of Lots 492 and 493 S. 72-30-15 W., 125 feet to an iron pin on the easterly side of Shady Creek Court; thence with the easterly side of Shady Creek Court S. 9-13-18-E, 89.14 feet to an iron pin, the point of beginning.

This being the same property conveyed to Michael D. Layman and Elizabeth T. Layman by deed of John Cothran Company, Inc., a South Carolina Corporation, M. Graham Proffitt, III, and Ellis L. Darby Jr., dated February 25, 1981, recorded February 27, 1981 in Deed Book 1143, Page 360, R.M.C. Office for Greenville County.

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