

MORTGAGE OF REAL ESTATE—Offices of MANN & MANN, Attorneys at Law, Greenville, S. C.

BOOK 857 PAGE 321

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

July 12 9 30 AM 1961

WHEREAS, we, Joe S. Berryhill and Martha R. Berryhill,

(hereinafter referred to as Mortgagor) is well and truly indebted unto James E. Shockley

(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

One Thousand and No/100-----Dollars (\$ 1,000:00) due and payable

\$15.00 on the 10th day of each month, commencing June 10, 1961;
payments to be applied first to interest, balance to principal.
Balance due four (4) years after date,

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:

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 Greenville, Greenville Township, being a portion of Lot No. 134 of a subdivision known as Camilla Park, Map 2, as shown on a plat thereof being recorded in the R. M. C. Office for Greenville County in Plat Book "M", at Page 85; and also being known as Lot No. 3 of a subdivision of the property of Talmer Cordell as shown on a plat prepared by J. Mac Richardson, R. L. S., dated May 29, 1958 and being recorded in the R. M. C. Office for Greenville County in Plat Book "OO", at Page 120 and having according to a survey by J. Mac Richardson, R. L. S., dated May 29, 1958, prepared for James E. Shockley, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Welcome Avenue, joint front corner of Lots Nos. 2 and 3, which iron pin lies N. 59-30 E. 491.2 feet from the intersection of Welcome Avenue and Mary Street; and running thence with the joint line of Lots Nos. 2 and 3, N. 25-45 W. 151.8 feet to an iron pin; thence N. 67-48 E. 70 feet to an iron pin; thence S. 25-24 E. 142.3 feet to an iron pin on the northern side of Welcome Avenue, joint front corner of Lots Nos. 3 and 4; thence with the northern side of Welcome Avenue, S. 59-30 W. 70 feet to the beginning corner.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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.

for assignment see following page - 32 - this book

RECORDED AND CANCELLED BY RECORDER
16 DAY OF Oct. 1961
Nellie M. Smith
R. M. C. OFFICE GREENVILLE COUNTY, S. C.
AT 3:25 P.M. BOOK 857 PAGE 321 NO. 11366

Lien Released By Sale
Foreclosure 16 day of Oct.
A. D. 1961. See Judgment
No. 11366

attest
Nellie M. Smith
Deputy