

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RECORDED
R.M.C.
1962 APR 20 AM 11:56
SPARTANBURG CO.

WHEREAS, we, John Henry Lyle and Thelma B. Lyle

(hereinafter referred to as Mortgagor), is well and truly indebted unto Dan D. Davenport

(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 **Seventy Two Hundred and NO/100** Dollars (\$ 7200.00) due and payable in monthly installments of One Hundred and NO/100 beginning 30 days from date, and to continue each month thereafter until paid in full

with interest thereon from date at the rate of **seven** per centum per annum, to be paid: first year interest in advance, and thereafter monthly in twelve months in advance, each month,
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 Spartanburg, and Beech Springs Township, School District 9-H, located near the northeastern limits of the city of Greer, S.C., on the south side of Oak Street, being known and designated as Lot No. 32, on a plat of property known as "Sunnyside", record thereof being in plat book No. 4, at page 91 in the R.M.C. office for Spartanburg County, and having the following courses and distances: BEGINNING at an iron pin on the south side of Oak Street and runs thence S. 13.00 W. 140.9 feet to an iron pin; thence S. 74.13 E. 84 feet to an iron pin; thence N. 12.38 E. 127 feet to an iron pin on the south side of Oak Street; thence with the south side of Oak Street, N. 64.40 W. 85 feet to the beginning corner, this being subject to a four foot sidewalk reserved, and being same property conveyed to mortgagors by deed of A. I. Phillips, to be recorded in R.M.C. Office. This being a first mortgage of the premises:

AND ALSO, all that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon (and it is the express intent that the house trailer located on said lot remain as additional security as shown by chattel mortgage of even date) located in Greenville County, State of South Carolina, Chick Springs Township, and being shown and designated as Lot 2 on plat of property of John Henry and Thelma B. Lyle, recorded in R.M.C. Office for said County and State, prepared by Terry T. Dill, R.S., dated July 8, 1959 and being more particularly described as follows: BEGINNING at an iron pin, southwestern corner of said lot and on the northern side of S. Lincoln Road, and running thence with said road, N. 65.00 E. 208.2 feet to an iron pin, corner of said road and new county road; thence with the western edge of said county road, approximately 210 feet to a curve, thence with the curve and on the edge of said county road, approximately 200 feet to an iron pin, corner of county road and other property as shown on plat of J.H. Lyle; thence with J.H. Lyle line, S. 22.15 E. 257 feet to an iron pin, the beginning corner. This being a first mortgage of the premises:

AND ALSO, all those certain lots of land, with all improvements thereon or hereafter constructed, located in Greenville County, State of South Carolina and being shown on above described plat as lots 1-B and 1-C, and being more particularly described as follows: BEGINNING at an iron pin, joint front corners of Lot 1-A and 1-B, and running with the common line between said lots, N. 6-30 W. 175.8 feet to an iron pin, joint rear corner of lots 1-A and 1-B; thence along the Grace Greer Property, N. 65.00 E. 102 feet to iron pin; thence along Lincoln School Property, S. 22-45 E. 194.5 feet to iron pin, corner of county road; thence with said county road, S. 76.00 W. 150 feet along northern edge of said road to iron pin, joint front corner of Lots 1-A and 1-B, the beginning corner. This being a second mortgage of these two lots, second to that held by First National Bank of Greer.

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.

*See Satisfaction to this mortgage
see R.C. M. Books. 1150 Page 126.*

SATISFIED AND CANCELLED OF RECORD
12th DAY OF March 1970
Ollie Larnaworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:30 O'CLOCK P. M. NO. 1986-5

125-1

FB 18892 APR 20

In Release Plat 1-13 & Lots See R.C. 6. M. Book 972 Page 478