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MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN: **JOYCE L. BEHRENS**

Greenville, South Carolina hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **TWENTY ONE THOUSAND AND NO/100THS-** - - - - - Dollars (\$ **21,000.00**), with interest from date at the rate of **five and one-half** centum (5½ %) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of **ONE HUNDRED TWENTY EIGHT AND 93/100THS-** - - - - - Dollars (\$ **128.97**) commencing on the **1st** day of **January**, 1964, and on the **1st** day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the northeastern side of S. C. Highway 23-106, being shown as Lot 28 on a plat of Heathwilde recorded in Plat Book QQ, Page 139, and according to a recent survey made by R. K. Campbell is described as follows:

BEGINNING at an iron pin on the northeastern side of S. C. Highway 23-106 416 feet northwest from Canterbury Road at the corner of Lot 29 and running thence with the northeastern side of said highway N. 59-44 W. 225 feet to an iron pin at the corner of Lot 27; thence with the line of said lot N. 30-16 E. 225 feet to an iron pin in line of Lot 26; thence with the line of Lot 26 and Lot 40 S. 59-44 E. 225 feet to an iron pin at the corner of Lot 29; thence with the line of said lot S. 30-16 W. 225 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed recorded in Deed Book 653 at Page 328.

As further security for the payment of the indebtedness secured hereby, the mortgagor herein has assigned to the mortgagee a certain life insurance policy No. 63019007, written by Independent Life and Accident Insurance Company, upon the life of John W. Behrens, in the amount of \$25,000.00. So long as any of the indebtedness secured hereby shall remain unpaid, the mortgagor hereby covenants and agrees that said life insurance policy will be kept in full force and effect and all premiums required to keep said policy in full force will be paid. In the event that the mortgagor herein shall fail to keep said policy in full force and effect, then such failure shall be considered a default under the terms of this mortgage.

Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.