

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

BOOK 995 PAGE 431

MORTGAGE OF REAL ESTATE

MAY 24 10 58 AM 1965

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE F. SNOWORTH
R. M. C.

WHEREAS, I, David LeGrand Herring,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. Dan Joyner

(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

Four Hundred and No/100----- Dollars (\$ 400.00) due and payable

Due and payable \$12.17 per month beginning June 15, 1965 and continuing on the 15th day of each and every month thereafter until paid in full. Payments to be applied first to interest, balance to principal.

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, on the northwestern side of Yorkshire Drive (formerly Mabel Avenue), known and designated as Lot No. 255 on a plat of the Property of Robert J. Edwards, said plat being recorded in the R. M. C. Office for Greenville County in Plat Book "EE", Page 61 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Yorkshire Drive (formerly Mabel Avenue), joint front corner of Lots Nos. 255 and 256 and running thence along the common line of said lots N. 47-00 W. 200 feet to an iron pin; thence across the rear line of Lot No. 255 N. 43-00 W. 100 feet to an iron pin; thence with the common line of Lots Nos. 254 and 255 S. 47-00 E. 200 feet to an iron pin on the northwestern side of Yorkshire Drive; thence with said Drive S. 43-00 W. 100 feet to an iron pin, the point of beginning.

The above is the same property conveyed to the mortgagor by the mortgagee by deed of even date herewith to be recorded.

This is a purchase money mortgage.

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.