

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1040 PAGE 321

SEP 13 10 34 AM 1966

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LEWIS L. ALEXANDER, JR.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. N. BERRY and NELL C. BERRY,

(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 THOUSAND and no/100 ----- Dollars (\$4,000.00) due and payable

one year from date or when the house to be built on the premises is sold, whichever shall sooner occur,

with interest thereon from date at the rate of SIX per centum per annum, to be paid one year from date or when the house to be built on the premises is sold, whichever shall sooner occur.

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

All that piece, parcel or lot of land in Greenville County, South Carolina, known and designated at Lot No. 42 on a plat of Broadmoor Subdivision, made by Piedmont Engineering Service, July, 1960, and recorded in the R.M.C. Office for Greenville County in Plat Book RR at page 47; and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the southwestern side of Woodbury Circle, at the front corner of Lot 43 and running thence with the line of Lot 43 S 42-00 W 235.5 feet to an iron pin on the subdivision property line; thence with the subdivision property line N 85-41 W 42.6 feet to an iron pin on the eastern side of Red Cherry Lane; thence with Red Cherry Lane N 4-19 E 100.0 feet to a pin, and N 7-03 W 77.8 feet to a pin at the curve of the intersection of Red Cherry Lane and Sherbrooke Lane (formerly Cahu Drive); thence with the curve of said intersection (the traverse of which is N 36-03 E 41.5 feet) to an iron pin on the southern side of Sherbrooke Lane; thence with the southern side of Sherbrooke Lane N 69-08 E 88.5 feet to an iron pin at the curve of the intersection of Sherbrooke Lane and Woodbury Circle; thence with the curve of the intersection of Sherbrooke Lane and Woodbury Circle (the traverse of which is S 77-17 E 41.5 feet) to an iron pin on the southwestern side of Woodbury Circle; thence with the southwestern line of Woodbury Circle S 43-42 E 84.6 feet to the beginning corner.

This lot is subject to subdivision restrictions recorded in said R.M.C. Office in Deed Book 656 at page 397, and to building lines and easements shown on said plat.

This mortgage is junior in rank to a mortgage being given to The First Federal Savings & Loan Association to secure said Association for funds being advanced for construction of a house on this lot, and this mortgage may be recorded after the recordation to The First Federal Savings & Loan Association as evidence of its junior rank. This is a purchase money mortgage.

Together with all and singular rights, members, herditaments, 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.

*Paid in full and satisfied this 22nd day of November 1966. S. N. Berry
Nell C. Berry*

SATISFIED AND CANCELLED OF RECORD

23 DAY OF November 1966

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 12:40 O'CLOCK P. M. NO. 13178

witness - Lowe W. Bremillion