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MORTGAGE OF REAL ESTATE—Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

OLLIE FARNSWORTH
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Botany Arms Apartments, a partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto O. P. Earle, Jr., Executor for Estate of O. P. Earle

(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 FIFTEEN THOUSAND AND NO/100THS- - - - - Dollars (\$15,000.00) due and payable ON DEMAND

with interest thereon from date at the rate of seven per centum per annum, to be paid: quarterly

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, near the City of Greenville, being known and designated as Lot 67, Section 1 on plat of Lake Forest, Plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at page 17 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the easterly side of Lake Fairfield Drive joint front corner of Lots 66 and 67 and running thence N. 86-30 E. 151 feet to an iron pin joint rear corner of Lots 66 and 67; thence S. 38-10 E. 85.3 feet to an iron pin joint rear corner of Lots 67 and 68; thence S. 64-30 W. 171.4 feet to an iron pin on Lake Fairfield Drive joint front corner of Lots 67 and 68; thence along Lake Fairfield Drive N. 23-26 W. 80 feet to a point; thence along Lake Fairfield Drive N. 17-33 W. 60 feet to an iron pin, the point of beginning.

The above described property is the same conveyed to the Mortgagor by John S. Taylor, Jr. by deed dated April 4, 1967, to be recorded herewith.

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.