

FEB 4 10 57 AM 1969

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH

BOOK 1116 PAGE 217

R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William P. Cary

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ben Byers

(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 Three Thousand Two Hundred Seventy-eight and 60/100-----
----- Dollars (\$3,278.60-----) due and payable
in full on May 4, 1969,

with interest thereon from date at the rate of 7% per centum per annum, to be paid: on May 4, 1969.

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 southeastern side of Cherokee Drive, being shown as the southeastern 90 feet of Lot 357 and as the northwestern 20 feet of Lot 358 on plat of Sector VII, Botany Woods, made by Piedmont Engineering Service, June 1962, recorded in the R. M. C. Office for Greenville County in Plat Book YY at pages 76 and 77 and having according to said plat, the following metes and bound, to-wit:

BEGINNING at an iron pin on the southwestern side of Cherokee Drive in the line of Lot 357, said pin being located 10 feet southeast from the joint front corner of Lots 356 and 357; and running thence through Lot 357 S. 57-11 W. 200 feet to an iron pin in the rear line of Lot 357; thence S. 32-49 E. 110 feet to an iron pin in the rear line of Lot 358; thence through Lot 358 N. 57-11 E. 200 feet to an iron pin on the southwestern side of Cherokee Drive; thence along Cherokee Drive N. 32-49 W. 110 feet to the beginning corner.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 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.