

AUG 27 2 17 PM '39

STATE OF SOUTH CAROLINA } MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } R. M. C.

To All Whom These Presents May Concern:

Whereas: Sybil Babb and Jeter Garrett, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edna L. Harris

(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 FIVE THOUSAND THREE HUNDRED and NO/100---

----- Dollars (\$ 5,300.00) duo and payable

at the rate of \$80.00 per month, payments to be applied first to interest, then to principal; balance to be paid seven (7) years from date hereof,

with interest thereon from date at the rate of seven (7) 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, Fairview Township, located on the western side of the C & W C Railway tract on South Main Street, south of the Town of Simpsonville, adjoining lands now or formerly of Mrs. Bessie H. Richardson and Pierce J. Mayfield, and more particularly described as follows:

BEGINNING at an iron pin on the west bank of railroad tract, corner of lands now or formerly of Mrs. Bessie H. Richardson and Pierce J. Mayfield, and running thence along line of property now or formerly of Pierce J. Mayfield, N. 85 $\frac{1}{2}$ W., 198 feet to iron pin on line of property now or formerly of Richardson; thence N. 2 E., 11.4 feet to iron pin; thence along line now or formerly of Mrs. Bessie H. Richardson, S. 83-25 E., 198 feet to the beginning corner, containing 1/40th of an acre according to a plat of survey made by E. E. Gary on August 27, 1945, and being the same property conveyed to Pierce J. Mayfield by deed recorded in the RMC Office for Greenville County in Deed Volume 283 at Page 29.

ALSO: ALL that piece, parcel or lot of land in Fairview Township, Greenville County, State of South Carolina, just south of the Town of Simpsonville on the west side of the C & W C Railway tract, bounded on the north by lands now or formerly owned by B. W. Brooks, on the east by the said C & W C Railway Company, on the south by lands now or formerly of E. M. Goodnough and on the west by lands now or formerly of B. H. Richardson, having metes and bounds as follows:

BEGINNING at an iron pin on the west bank of railway tract and running thence N. 8-45 E., 129.3 feet to an iron pin, corner of property now or formerly of Brooks; thence S. 85-40 W., 330 feet to iron pin; thence S. 8-45 W., 54.4 feet to an iron pin; thence S. 8-15 E., along line of property now or formerly of Goodnough, 323 feet to the beginning corner, containing one-half (1/2) acre, more or less, and being the same lot conveyed to P. J. Mayfield by deed recorded in Deed Volume 246 at Page 307 in the RMC Office for Greenville County.

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.