

FILED  
GREENVILLE CO. S. C.

BOOK 1166 PAGE 195

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

SEP 11 11 01 AM '70  
OLLIE FARNSWORTH  
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN M. JOLLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto BERRY'S, INC.

(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 and No/100-----

Dollars (\$ 5,000.00 ) due and payable

\$30.00 per month commencing October 10, 1970, and \$30.00 on the 10th day of each and every month thereafter until paid in full, with the final payment due September 10, 1975.

with interest thereon from date at the rate of Eight(8) 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, in the City of Greenville, on the Northerly side of Ashley Avenue (now or formerly known as South Woodside Circle) being known and designated as Lots Nos. 74 and 75 as shown on plat entitled "Woodside Circle", prepared by C. M. Furman, Engineer, dated March 25, 1920, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book E at Page 219, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northerly side of Ashley Avenue (formerly South Woodside Circle) at the joint front corner Lots 73 and 74, and running thence along line of Lot 73, N. 28-30 E. 135.8 feet to an iron pin; thence N. 65-49 W. 50 feet to an iron pin, joint rear corner Lots 75 and 76; thence S. 28-30 W. 150 feet to an iron pin on Ashley Avenue; thence along Ashley Avenue, S. 65-49 E. 15 feet to a point; thence continuing along Ashley Avenue, S. 87-15 E. 38 feet to an iron pin, the point of beginning.

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.