

GREENVILLE CO. S. C.

MAY 20 10:47 AM '71

STATE OF SOUTH CAROLINA

BOOK 1191 PAGE 491

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Milton M. Byars Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Gerald P. Rosenberg and Sondra P. Rosenberg

(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 sixteen thousand and nine hundred and ninety-three and 70/100----- Dollars (\$ 16,993.70) due and payable as follows: \$1,500.00 on August 1, 1971, with the balance to be due May 1, 1974, with interest at the rate of eight per cent per annum, to be paid monthly, with the first monthly interest payment to be due June 1, 1971, and the remaining interest payments to be due on the first day of each and every month thereafter until paid in full, with the right to anticipate payment in whole or in part at any time, with interest thereon from date at the rate of eight 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 heirs and assigns forever~~ ~~mortgagees, their heirs and assigns forever:~~

"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, and in the City of Greenville, and being known and designated as Lot No. 46 of Northside Gardens, a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book S at page 17, and having the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Lullwater Road at the joint in front corner of Lots Nos. 45 and 46 and running thence along the joint line of said lots, S. 52-47 W. 254.9 feet to an iron pin at the joint rear corner of said lots; thence N. 33-41 W. 90.15 feet to an iron pin in the joint rear corner of Lots Nos. 46 and 47; thence along the joint line of said Lots, N. 52-47 E. 249.3 feet to an iron pin in the southwestern side of Lullwater Road; thence along the southwestern side of Lullwater Road, S. 37-13 E. 90 feet to the point of beginning.

This is a purchase money mortgage and junior in lien to that mortgage from the mortgagees herein to C. Douglas Wilson & Co. recorded in the R. M. C. Office for Greenville County in Mortgage Book 755, page 423.

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.