

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1220 PAGE 547

FILED MORTGAGE OF REAL ESTATE
GREENVILLE, CO. S. C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAN 31 11 04 AM '72

WHEREAS, I, John F. Day, OLLIE FARNSWORTH
R.M.C.

(hereinafter referred to as Mortgagor) ^{am} well and truly indebted unto J. B. Lacher

(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

---Forty-Two Thousand Six Hundred and No/100----- Dollars (\$ 42,600.00) due and payable on or before January 28, 1975, repayable \$14,200.00 on January 28, 1973, \$14,200.00 on January 28, 1974 and \$14,200.00 on January 28, 1975, no anticipation permitted

with interest thereon from date at the rate of six (6%) per centum per annum, to be paid: annually

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, ~~his heirs and assigns~~ his heirs and assigns:

~~ALL those pieces, parcels or lots of land with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, to-wit:~~

ALL those pieces, parcels or lots of land in the City of Greenville, County of Greenville, State of South Carolina, lying and being situate on the southerly side of East North Street, being known and designated as Lots 5 and 6, Block 1, according to plat of Boyce Lawn Addition, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "A" at Page 179, and having, according to more recent survey by C. F. Webb, dated April 29, 1960, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the southwest corner of the intersection of Boyce Avenue with East North Street, and running thence along the westerly side of Boyce Avenue S. 15-10 E. 110 feet to an iron pin on the northerly side of an alley; thence along said alley S. 76-45 W. 138.4 feet to an iron pin at joint rear corner of lots 4 and 5; thence along the line of lot 4 N. 15-10 W. 110 feet to an iron pin at joint front corner of lots 4 and 5 on the southerly side of East North Street; thence along East North Street N. 76-45 E. 138.4 feet to an iron pin on the southwest corner of the intersection of Boyce Avenue with East North Street, the point of beginning.

This is a Purchase Money Mortgage.

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.