

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

AUG 29 4 19 PM '74

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, We, Benson Howard and Patrice B. Howard,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ethyl C. Howard, his heirs and assigns forever,

(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 **Thirty-Five Hundred and no/00**

**Dollars (\$ 3500.00 )** due and payable in monthly installments of **One-Hundred and no/00 (\$100.00) Dollars each,** said payments beginning one month from date hereof and continuing each and every month until paid in full,

with <sup>no</sup> interest thereon from date; and with interest thereon from date of maturity at the rate of **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 Oneal Township, located about 2.5 miles north of the City of Greer, near the Mosteller Mill, lying on the east side of Holliday Road, and being shown as Lots Nos. 28 and 29 on a plat of the property made for the Agnes M. Holliday Estate by John A. Simmons, Registered Surveyor, dated May 4, 1966, designated as HOLLIDAY HILL, SECTION 2, which plat is recorded in Plat Book PPP, page 5, R.M.C. Office for Greenville County. Reference to said plat and record thereof is expressly made for a complete and detailed description of said lots.**

This conveyance is made subject to covenants and restrictions pertaining to the use thereof, all of which are set forth in that instrument dated June 11, 1966, and recorded in the R.M.C. Office for Greenville County in Deed book 800, page 129. Subject to all easements and rights-of-way of record.

This is a purchase-money mortgage.



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 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 who may lawfully claim the same or any part thereof.

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