

608 Cherokee Drive, Greenville, S. C. 29607

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

1385 PAGE 349

DEC 16 1 40 PM '76
GONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES L. WATERS

(hereinafter referred to as Mortgagor) is well and truly indebted unto LYRLENE C. WATERS

(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 **FOUR HUNDRED FIFTY AND NO/100**-----

Dollars (\$ 450.00--) due and payable

Three months from the date hereof

with interest thereon from date at the rate of **Eight** per centum per annum, to be paid: at maturity.

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 Chick Springs Township, situate on the western side of Cherokee Drive and being known and designated as all of Lot No. 356 and the northernmost 10 feet of Lot No. 357 of BOTONY WOODS, SECTOR VII, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "YY", at Pages 76 and 77, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Cherokee Drive at the joint front corner of Lots Nos. 355 and 356 and running thence with the common line of said lots S. 57-11 W. 200 feet to an iron pin; thence S. 32-49 E. 110 feet to a point in the rear line of Lot No. 357; thence N. 57-11 E. 200 feet to an iron pin on the western side of Cherokee Drive; thence with said Drive N. 32-49 W. 110 feet to an iron pin, the point of Beginning.

This being the same property conveyed to Mortgagor and Mortgagee by deed from Brooks W. Hensley, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 838 at Page 639, recorded March 1, 1968

DOCUMENTARY STAMP TAX \$ 00.20

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.

16 NOV 1976
250 MS

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