

Address: 506 Cherokee Drive

3005 1407 521 864

MORTGAGE OF REAL ESTATE OF GREENVILLE CO. S. C. Cheros, Attorney at Law, Greenville, S. C.

AUG 23 2 11 PM '77

STATE OF SOUTH CAROLINA } BONNIE S. TANKERSLEY  
COUNTY OF GREENVILLE } R.H.C. MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James A. Ary and Patricia A. Ary (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Evelyn T. Darby

(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-four Thousand Seven Hundred and no/100-----DOLLARS (\$ 44,700.00--),

with interest thereon from date at the rate of 8-1/2 per centum per annum, said principal and interest to be repaid:

one year from date, including principal and interest. Interest shall be due and payable quarterly. It is understood and agreed that the mortgagors have the right to anticipate payment in full or in part at any time without penalty.

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:

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"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, being shown as Lot 17 on plat entitled "Revision of Lots 16 and 17 of plat of Botany Woods, Inc.," as recorded in the RMC Office for Greenville County in Plat Book MMM at page 125, and having the following metes and bounds: Beginning at an iron pin on the southerly side of McKinney Lane, said pin being the joint front corner of Lots 16 and 17 on said plat, and running thence with line of said lots, S 43-40 W 225 feet to an iron pin, joint rear corner of said lots; thence N47-31 W100.7 feet to an iron pin; thence N 42-29 E 210.1 feet to an iron pin on the southerly side of McKinney Lane; thence with the southerly side of McKinney Lane, S 55-20 E 106.1 feet to an iron pin at the beginning.

ALSO: All that piece, parcel or lot of land in said County and State, being a portion of Lots 16 and 17 on the original plat of Botany Woods, Inc., recorded in the RMC Office for Greenville County in Plat Book YY at page 173, and also being shown as Areas 1 and 2 on plat of "Property of Leon O. Clayton", dated July 16, 1968, recorded in Plat Book 4B at page 153 in the RMC Office for said County, and having the following metes and bounds: Beginning at an iron pin at the rear corner of the lot above described, and running thence with the rear line of Lots 16 and 17 (as shown on MMM/125), S 47-31 E 233.7 feet to an iron pin; thence S 72-39 W 260.25 feet to an iron pin at corner of Area 3 (Plat Book 4B/153); thence with line of Area 3, N 47-31 W 103.6 feet to an iron pin; thence N 42-29 E 225 feet to the beginning corner.

This is the same property conveyed by the mortgagee to the mortgagors by deed to be recorded August 22, 1977.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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