

FILED
GREENVILLE CO. S. C.

Nov 20 4 20 PM '79

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DONNIE S. HANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Rosa Lee B. Byrd

(hereinafter referred to as Mortgagor) is well and truly indebted unto Riley Pendergrass

(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

Three thousand and no/100----- Dollars \$ 3,000.00 due and payable
as follows: \$95.40 on the first day of September, 1979, and a like sum
on the first day of each successive calendar month thereafter until paid
in full, all payments to be applied first to earned interest and the
balance to principal
with interest thereon from date at the rate of 9 per centum per annum, to be paid: Monthly
as above set forth

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 Mortgagee 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, shown and designated as Lot 118 as shown on a plat of Conestee Subdivision prepared by Madison H. Woodward, Engineer, said plat being recorded in the R. M. C. Office for Greenville County in Plat Book T, pages 383 - 385. Said lot fronts 70 feet on Charles Drive. Derivation: This being the same property conveyed by Henry P. Willimon unto Robert Lee Butler and Eliza C. Butler by deed dated April 8, 1953, and recorded April 29, 1953, in the R. M. C. Office for Greenville County in Deed Book 477 at page 231. See also probate file of Robert Lee Butler filed in Probate Court for Greenville County in Apt. 636 at File 36.

Said property is the same conveyed to the mortgagor herein by deed of Frank P. McGowan, Jr. as Master in Equity by deed to be recorded herewith in the R. M. C. Office of Greenville County, South Carolina in Book of Deeds and page

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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 whomsoever lawfully claiming the same or any part thereof.

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