

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
AUG 23 4 31 PM 1965

MORTGAGE OF REAL ESTATE

BOOK 1005 PAGE 169

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, We, David Calvin Baynard and Melva D. Baynard

(hereinafter referred to as Mortgagor) is well and truly indebted unto Eugene Rackley

(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

Twelve Hundred Sixteen & 44/100----- Dollars (\$ 1216.44)---) due and payable at the rate of Twenty (\$20) Dollars monthly, first payment due and payable May 1, 1963 with a like payment the 1st day of each month thereafter until paid in full.

with interest thereon from date at the rate of Six 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, 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, being known and designated as Lot No. 90 according to plat of Cedar Lane Gardens, dated August 27, 1955, recorded in the Office of the RMC for Greenville County in Plat Book GG, Page 139, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Gardenia Drive at the joint front corner of Lots 90 and 91 and running thence along the common line of said lots, S. 56-12 W. 194.9 feet to an iron pin in the center of a ten-foot utility easement; thence along the center of said utility easement and line of Lots 98 and 99, N. 32-57 W. 70 feet to an iron pin at the joint rear corner of Lots 89 and 90; thence along the common line of said lots, N. 56-12 E. 193.9 feet to an iron pin on the Southwestern side of Gardenia Drive; thence along the Southwestern side of Gardenia Drive, S. 33-48 E. 70 feet to an iron pin, the point of beginning.

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.

This mortgage paid and satisfied this 23rd day of May 1966.

*In the presence of:
Lynne L. Elliott
Patrick C. Fant*

Eugene Rackley

SATISFIED AND CANCELLED OF RECORD

23 DAY OF *May* 19*66*
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT *2:52* O'CLOCK *P* M. NO. *33312*