

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE—Office of GEORGE F. TOWNES, Attorney at Law, Greenville, S. C.

BOOK 1044 PAGE 659

STATE OF SOUTH CAROLINA NOV 13 10 09 AM 1966
COUNTY OF Greenville }
CLERK OF COURT }
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, I, LEWIS L. ALEXANDER, JR.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. N. BERRY and NELL C. BERRY, their heirs and assigns,

(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 Thousand and no/100 Dollars -----

Dollars (\$4,000.00) due and payable

one year from date or whenever the house to be constructed on the premises is sold, whichever shall sooner occur,

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

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, known and designated as Lot No. 43 on a Plat of Broadmoor Subdivision, made by Piedmont Engineering Service, July, 1960, and recorded in the R. M. C. Office for Greenville County in Plat Book RR at page 47; and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the southern side of Woodbury Circle, the joint front corner of Lots 42 and 43, and running thence with the southern side of Woodbury Circle S. 68-28 E. 85 feet to a pin at the joint front corner of Lots 43 and 44; thence with Lot 44 S. 19-58 W. 167.6 feet to an iron pin on the subdivision property line; thence with the subdivision property line N. 85-41 W. 180 feet to an iron pin at the rear corner of Lot 42; thence with the line of Lot 42 N. 42-00 E. 235.5 feet to the beginning corner.

This lot is subject to set back lines and easements, including a drainage easement shown on said plat, and to subdivision restrictions recorded in said R. M. C. Office in Deed Book 656 at page 397.

This mortgage shall be subordinate to and junior in rank to a certain mortgage being given to First Federal Savings & Loan Association to secure a construction loan for a house to be constructed upon the premises; and this mortgage may be recorded after the recordation of the mortgage to First Federal Savings & Loan Association as evidence of its junior rank.

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.

Paid and satisfied in full this the 17th day of April 1967.

*S. N. Berry
Nell C. Berry*

witness - Carolyn A. Abbott

SATISFIED AND CANCELLED OF RECORD

17 DAY OF *April* 19*67*

Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT *11:12* O'CLOCK *A* M. NO. *24991*