

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

FEB 5 3 53 PM 1968

MORTGAGE OF REAL ESTATE

OLLIE JARNSWORTH
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, W. A. Eberhart and Helen L. Eberhart

(hereinafter referred to as Mortgagor) are well and truly indebted unto W. E. Shaw and Herbert E. Rudd

(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 Two-Thousand and no/100

Dollars (\$ 2,000.00) due and payable

On or before December 23, 1968.

with interest thereon from date at the rate of 6 per centum per annum, to be paid:

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 shown and designated as Lot 263 on Plat of Sector V of Botany Woods recorded in Plat Book YY at Pages 6 and 7 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Riviera Drive at the joint front corner of Lots 262 and 263 and running thence with line of Lot 262 S. 4-20 E. 123.8 feet to pin in line of Lot 261; thence with the line of Lot 261 S. 55-32 W. 122 feet to pin; thence N. 71-33 W. 38.9 feet to pin at corner of Lot 264; thence with line of Lot 264 N. 9-30 E. 190 feet to pin on Riviera Drive; thence with the southern side of said Drive S. 85-36 E. 100 feet to the point 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.

*For Satisfaction see R. E. M. Book 1093 Page 10*RECORDED AND CANCELLED UP
21 DAY OF May 1968
Ollie Jarneworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
10:20 AM 30003