

MAY 27 9 51 AM 1969

MORTGAGE OF REAL ESTATE—Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOOK 1093 PAGE 329

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, John M. Jolly,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Berry's, Inc. its successors 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 (\$ 4,000.00) due and payable

Due and payable on demand,

with interest thereon from _____ date _____ at the rate of seven _____ per centum per annum, to be paid: on demand

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Gantt Township, being the western portion of a lot known as the Property of Bardford D. Smith and Ruby M. Smith as shown on plat thereof prepared by C. C. Jones, September 28, 1951, and revised by Dalton & Neves, Engineers, September 1954, said plat being recorded in the R. M. C. Office for Greenville County in Plat Book "FF", Page 218, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Gilman Avenue, which pin is 168 feet in the direction S. 82-06 W. from the north corner of the intersection of Gilman Avenue with the Old Augusta Road, and running thence N. 0-42 W. 100.8 feet to an iron pin; thence S. 89-11 W. 50 feet to an iron pin; thence S: 0-58 E. 107.3 feet to an iron pin on the northern side of Gilman Avenue; thence along the northern side of Gilman Avenue N. 82-06 E. 50 feet to the beginning corner.

The above is the same property conveyed to the mortgagor by Warren B. Rogers, et al by their deed recorded herewith.

Together with all and singular rights, members, hereditaments, 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 9th day of May 1969.
Berry's Inc.
By J. J. Berry Pres.
Witness H. L. Baumgardner
Ralph E. Styles*

SATISFIED AND CANCELLED OF RECORD

12 DAY OF May 1969
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:13 O'CLOCK A. M. NO. 26916