STATE OF SOUTH CAROLINA Greenville

COUNTY OF

18 5 9 46 11 11 MORTGAGE OF REAL ESTATE

DORNIE S.TANFETO ALL WHOM THESE PRESENTS MAY CONCERN: R.M.C

WHEREAS, I, Earl R. Berry of the County of Greenville, State of South Carolina

(hereinafter referred to as Mortgagor) is well and truly indebted un to

Berny W. Berry

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are Four Thousand, Eighty-five (\$4,085.00) incorporated herein by reference, in the sum of

at the rate of Twenty-five (\$25.00) Dollars per week, commencing on May 1, 1977, with a like payment on the same day of each succeeding week for a period of thirty-eight (38) months, until the same will have been paid in full.

with interest thereon from date at the rate of SEVEN per centum per annum, to be paid: after maturity, semi-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 assassments, 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 Mortgages at any time for advances made to or for his account by the Mortgages, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and huly paid by the Mortgagee at and before the seating 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, on the southwestern side of Salters Road, in Butler Township, and being known and designated as a portion of Lot No. 8 on the plat of E. C. Salter recorded in the R. H. C. Office for Greenville County, in Plat Book "T" at page 96, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Salter's Road, at the joint front corner of tracts 8 and 9, and running thence S. 62-0 W. 760.5 feet to an iron pin; thence N. 16-55 W. 477 feet to an iron pin; thence N. 63-15 E. 325.5 feet to an iron pin; thence along the rear line of three lots previously conveyed out of Tract 8, S. 26-15 E. 435.7 feet to an iron pin; thence along the line of the Rhinehardt property, N. 61-15 E. 370 feet to the center of Salter Road; thence along the center of said Road, S. 26-15 E. 12 feet to the point of beginning.

The foregoing property is the same as that conveyed to the mortgagor by Bernard E. and Ruth F. Miller by deed dated the 11th day of May, 1965, and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 773 at page **125.**

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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 thereform, 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 whomscever lawfully claiming the same or any part thereof.

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