

FILED  
GREENVILLE CO. S. C.  
JUL 7 2 48 PM '79  
DANNIE S. TANKERSLEY  
R.M.C.

BOOK 1279 PAGE 795  
BOOK 67 PAGE 1428

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. M. NEWTON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto OTTIE H. LAY

(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 THOUSAND AND NO/100----- Dollars (\$ 12,000.00 ) due and payable in 72 equal installments of \$210.40 per month with the first payment to be made July 1, 1973, and the remainder on the first day of each month there- This mortgage is given to secure a part of the purchase price.

This indebtedness secured by within Mortgage having been fully paid, this is to authorize the Clerk of Court of Greenville County to satisfy same upon the public records

June 1, 1979

*Cancelled*  
*Dannie S. Tankersley*  
OTTIE H. LAY

Witness:  
*[Signature]*  
*[Signature]*

3449

JUL 30 1979  
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.