CLAY, Agorney at Law, Greenville, S. C.

## WHEREAS, I, James Dillard Barrett

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

Louise H. DeVere, my mother

(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

Six Thousand, Three Hundred and Seventy-Eight

Dollars (\$ 6,378.00

) due and payable

with interest thereon from

at the rate of None

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 Mortgagor at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 Greenville Township, Greenville County, South Caroling, near the city of Greenville, on the Northeast side of Heatherly Drive, and being shown and designated as Lot No. 49 as shown on a plat of Pride & Patton Land Company, said plat being recorded in the RMC Office for Greenville County in Plat Book B, page 249, and being more particularly described according to said plat and a recent survey by R. B. Dalton, Engineer, February 19, 1944, as follows:

BEGINNING At a point on Heatherly Drive at the joint front corner of Lots Nos. 49 and 50, and running thence with the joint line of said lots, N.36-15B. 202.3 feet; thence S. 59-23 B. 50.24 feet; thence with line of Lot No. 48, S. 36-15W. 207.2 feet to Heatherly Drive; thence with Heatherly Drive, N.53-45 W. 50 feet to the point of beginning.

BLOCK BOOK REFERENCE: 110.00-6-19.00

And being one of the lots conveyed to A. B. Brown and Fannie Lou Brown Galyan by deed of Ida Heatherly dated February 26, 1944 and recorded in Book 261, Page 243, RMC Office for Greenville County. See also Book 399, Page 106.













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 Mortgager covenants that it is lawfully seized of the premises herein above 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 an I clear of all lies and encumbrances except as provided herein. The Mortgager further covenants to warrant and forever defend all in I singular the said premises unto the Mortgager forever, from and against the Mortgager and all persons whomsoever lawfully claiming the same or any part thereof.