

FILED
GREENVILLE CO. S. C.

BOOK 811 Page 355

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton & Arnold, Attorneys at Law, Greenville, S. C.

DEC 16 3 43 PM 1959

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PLAT BOOK NORTH

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. O. HEATHERLY

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto **BOTANY WOODS, INC.,**

(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 **Fifty-nine Hundred and No/100 ---**

DOLLARS (\$ **5900.00**),

with interest thereon from date at the rate of **six (6%)** per centum per annum, said principal and interest to be repaid: **six (6) months after date, with interest thereon from date at the rate of six (6%) per cent, per annum, to be computed and paid at maturity**

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 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, **lying on the northwestern corner of the intersection of Arundel Road with Botany Road, near the City of Greenville, Chick Springs Township, shown as Lot 60 on a plat of Botany Woods, Sector 2, recorded in Plat Book QQ, Page 79, being more particularly described as follows:**

BEGINNING at an iron pin on the northern side of Arundel Road at the front corner of Lot 61; thence with the line of said lot N. 38-33 E. 130 feet to an iron pin; thence N. 66-27 E. 123.5 feet to an iron pin at rear corner of Lot 59; thence with the line of said lot S. 24-26 E. 180 feet to an iron pin on the western side of Botany Road; thence with the western side of said road S. 59-26 W. 97 feet to a point; thence with the curve of the intersection of said road with Arundel Road S. 88-28 W. 43.8 feet to point on the northern side of Arundel Road; thence with the curve of the northern side of said road the following: N. 62-29 W. 65 feet; N. 68-13 W. 90 feet to the beginning.

Being the same premises conveyed to the mortgagor by deed of Botany Woods, Inc., to be recorded.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$ 24,000.00 executed by the mortgagor herein to First Federal Savings and Loan Association of Greenville.

This mortgage is a purchase money mortgage.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

*Paid + Satisfied in full
this 5th day of July, 1960*

Botany Woods, Inc.

*By: John D. Taylor, Jr.
Pres.*

*Wit:
William McLarter
Ralph E. Boone*

SATISFIED AND CANCELLED OF RECORD
30 DAY OF July 1960
Ollie [Signature]
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:22 [Signature] M. NO. 3217

The Minutes See B. E. M. Book 824, Page 218