STATE OF SOUTH CAROLINA COUNTY OF Greenville DEC 27 3 36 PM 1962

MORTGAGE OF REAL ESTATE

OLLIE  $\Gamma^{AB,A}(s)$  WORTH TO ALL WHOM THESE PRESENTS MAY CONCERN: 6, M, C,

WHEREAS, Roy E. Byars and Joan G. Byars

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. R. Deshields & Velma DeShields

(hereinafter referred to as Mortgages) 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

Five Thousand

Dollars (\$ 5,000,00 ) due and payable

with Interest thereon from date at the rate of 6% per centum per annum, to be paid: 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 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 Mortgagoe 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 grant, od, 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 Carolins, County of Greenville, Chick Springs Township, being

known and designated as Lots 142 and 143 of a subdivision known as Orenard Acres, Section Two, as shown on a plat of a portion of said subdivision prepared by J. Mac Richardson, Surveyor, March, 1960, and recorded in the R.H.C. Office for Greenville County in Plat Book CC, at Page 6, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern edge of Northway Drive, joint front corner of Lots 1/1 and 1/12 and running thence along joint line of said lots, S. 8#10 W. 179 feet to an iron pin at the joint corner of Lots 126 and 127; thence along rear lines of Lots 126 and 125, S. 85-36 W. 212.1 feet to an iron pin on the rear line of Lots 126 and 125, S. 85-36 W. 212.1 feet to an iron pin on the rear line of Lots 56; thence along rear line of Lots 56,57 and 58,7%. 8-27 W. 193 feet to a concrete monument on the southern edge of Northway Drive; thence along southern edge of Northway Drive; following the curvature thereof, the chord of which is N. 87-27 E. 115 feet to an iron pin, the joint front corner of Lots 1/43 and 1/12; thence continuing along the southern edge of Northway Drive, Following the curvature thereof the chords being S.85-1/4 E. 34.6 feet, S. 87-52 E 7/4 feet and N. 85-36 E. 1/5 feet to the beginning corner; being a portion of the property conveyed to the granting corporation by Edward G. Ballard, et al. by deed dated November 9, 1959, and recorded in the R.M.C. Office for Greenville County in Deed Volume 638 at Page 533.

This conveyance is subject to restrictions and protective covenants recorded in the R.M.C. Office for Greenville County in Deed Vol. 64d, Page 169 and is also subject so such drainage and utility easements as appear of record.

Together with all end singular rights, members, herditaments, and appurtenences 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 Mortgages, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully selzed 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.

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