

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

FEB 16 2 41 PM 1965

COUNTY OF Greenville

CLERK OF COURTS
R. M. C.

MORTGAGE OF REAL ESTATE

BOOK

986 PAGE 349

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. Roy McCain

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank of Greenville, S.C. & Nena McSwain Johnson, trustees.

(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

Five thousand and no/100----- Dollars (\$ 5,000.00) due and payable

\$350.00 6 months from date, plus interest, and \$350.00, plus accrued interest, on the anniversary of each 6th month thereafter until paid in full, with the right to anticipate payment of principal in any amount at any time without penalty.

with interest thereon from date at the rate of 6% per centum per annum, to be paid: 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 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 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, City of Greenville, situate, lying and being on the Northern side of Welter Lane and being known and designated as Lot No. 43, according to a plat entitled "Rutherford Park" property of L. A. Mills dated September 30, 1946 recorded in the R.M.C. Office for Greenville County in Plat Book "P" at page 109, and has, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of Welter Lane, joint front corners of lots nos. 42 and 43 and running thence along Welter Lane N. 35-30 E. 60 feet to a point; thence running N. 54-30 W. 196 feet to a point; thence running N. 27-42 E. 49 feet; thence running S. 86-50 E. 21.2 feet to a point; thence running S. 54-30 E. 184.6 feet to the point of beginning.

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 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 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 whomsoever lawfully claiming the same or any part thereof.

SATISFIED AND CANCELLED OF RECORD
9th DAY OF May 19 77
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:13 O'CLOCK P. M. NO. 30301

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 47 PAGE 514