STATE OF SOUTH CAROLINA COUNTY OF Greenville

## MORTGAGE OF REAL ENTHUESES BOOK 1016 PAGE 71

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, John W. Lyons and R. Marie Lyons

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

(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 Nine Thousand Five Hundred and no/100 - - - - -\_\_\_\_\_\_Dollars (\$9,500.00) ) due and payable

in equal monthly installments of Seventy-Two and 68/100 (\$72.68) Dollars each, on the first day of each and every month hereafter until paid in full, which amount includes interest at the rate of four and one-half  $(4\frac{1}{2}\%)$  per cent per annum.

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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 Mortgagos 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 as-

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ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the southwesterly side of Theodore Drive, near the City of Greenville, S. C., and being designated as Lot No. 27 on the plat of Carolina Heights, as recorded in the RMC Office for Greenville County, S. C., in Plat Book XX, Page 143, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Theodore Drive, joint front corner of Lots 26 and 27, and running thence along the common line of said lots, S 32-14 W, 147.6 feet to an iron pin; thence S 40-22 E, 111 feet to an iron pin, joint rear corner of Lots 27 and 28; thence along the common line of said lots, N 41-38 W, 145 feet to an iron pin on Theodore Drive; thence along said Drive, N 48-22 W, 135 feet to an iron pin, 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 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 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.