

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1071 PAGE 659
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, John Earl Garrett, Jr.

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

E.H. Edwards, Trustee for Bryson Edwards

(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 Ten Hundred and Fifty Dollars and no/100

Dollars (\$ 1050.00) due and payable

at a rate of Thirty-five Dollars (\$35.00) per month for Twenty-three (23) months with the balance of the principal and interest being due and payable in full at the end of the Twenty-fourth (24) month.

with interest thereon from date at the rate of 7% 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 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, Chick Springs Township, on the North side of Palmer Street, near the Town Limits of Greer, S.C. designated as lot thirty-four (34) on a plat of property by W.H. Willis, Surveyor, dated Jan. 19, 1916, and being a portion of the real estate conveyed to Della T. McHugh and W.D. Wood as Executors of the estate of A.R. Wood, deceased, by deed of Mamie Mayfield Drummond and Frances Drummond as recorded in Deed Book 179, page 311, R.M.C. Office for Greenville County. The Said W.D. Wood is now deceased and Della T. McHugh is surviving Executrix.

This is a part of the same property conveyed to John Garrett, Sr. by Della T. McHugh by her deed recorded in Book 259 page 72.

This is the same property conveyed to me by John Garrett, Sr. by deed dated March 17, 1953, and recorded in R.M.C. Office for Greenville County, in Vol. 490, page 201.

ALSO all that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, School District 9-H, and being a part of the former O.P. Smith property, taken from lot #3 thereof, and having the following courses and distances:

BEGINNING at iron pin on the southern line of Fat Ward lot, and runs thence southerly one hundred forty-seven (147) feet to pin; thence westerly sixty-five (65) feet to iron pin, corner of lot No. 5 sold another party; thence along her line, northerly one hundred forty-nine (149) feet to the Fat Ward line; thence therewith easterly sixty (60) feet to the beginning corner, and being a part of the same conveyed to G.E. Howard by the Greer Bank & Trust Co. by deed recorded in Vol. 112 page 289, and sold by the said G.E. Howard to H.C. Howard. This is lot #4 of the subdivision of the #3 lot of the O.P. Smith property.

This is the same property conveyed to me by H.C. Howard by deed dated March 2, 1948 and recorded in R.M.C. Office for Greenville County in Vol. 399, page 69.

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.