Mortgage of real estate 800K 1125 PAGE 75 STATE OF SOUTH CAROLINA OLLIE FARNSWORTHMORTGAGE OF REAL ESTATE

EFFIE LLOYD ALLEN BEATTIE

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

COUNTY OF GREENVILLE

R. M. CAINE,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Dollars (\$55,000,00) due and payable To be paid in 144 equal monthly installments of \$522.60 , the first payment to be made on the first day of June, 1969, and the remaining payments to be made on the first day of each month thereafter until paid in full, all payments to be applied first to interest then to principal,

with interest thereon from date at the rate of 51/2

per centum per annum, to be paid monthly.

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

ALL that lot of land in the City and County of Greenville, State of South Carolina, being a portion of Tract 3 of the property of Courtland Apartments, Inc. as shown by plat thereof made by Piedmont Engineering Service, March 1, 1963, which plat is of record in the R.M.C. Office for Greenville County in Plat Book YY at Page 109; . and described as follows:

BEGINNING at an iron pin on the southeastern side of East Faris Road and running thence S. 27-17 E. 182.8 feet to an iron pin; thence S. 66-11 E. 162.5 feet to a point; thence N. 23-49 E. 217.5 feet, more or less, to a point; thence N. 64-49 W. 9.4 feet to a pin; thence N. 68-08 W. 228.1 feet to a pin on the southeastern side of Faris Road; thence with the southeastern side of Faris Road S. 67-07 W. 127.3 feet to the beginning corner.

Together with an easement over the 20-foot surface treated drive shown on said plat across the entirety of said Tract 3, and together with all easements for water lines, roads, and other utilities across Tract 3 to the extent the same are now in existence for the use and benefit of the portion of Tract 3 herein conveyed.

This conveyance is subject to the easement of said 20-foot drive for the benefit of the remainder of Tract 3 and to all easements, roads, water lines and rights of way which may be in any manner for the use and benefit of the rest of tract 3. This conveyance is further subject to rights of the public in the paved street shown on said plat.

Also, all of my right, title and interest in Tract 2 as shown on said plat together with all easements relating thereto, as is more fully set out in the deed from R. M. Caine to me of even date herewith, to be recorded.

This mortgage is to secure funds lent by R. M. Caine to Effie Lloyd Allen Beattie, and is not for any portion of the purchase price of the mortgaged property.

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.