

**FILED**  
**GREENVILLE CO. S. C.**

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.  
 STATE OF SOUTH CAROLINA } **DEC 23 3 53 PM '70**  
 COUNTY OF GREENVILLE } **OLLIE FARNSWORTH** MORTGAGE OF REAL ESTATE **BOOK 1176 PAGE 419**  
**R. M. C.** TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **Thomas S. Byers, his heirs and assigns**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **J. H. McIntyre, his heirs and assigns**

(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

**One Thousand Four Hundred Sixty-One and 23/100----- Dollars (\$ 1,461.23 )** due and payable

in monthly installments of \$50 until paid in full, to begin January 1, 1971

with interest thereon from **date** at the rate of **6%** per centum per annum, to be paid: **included within monthly installments, said installments to be applied first to interest & then to principal.**  
 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,**

ALL that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near Roper Mountain Church, and having the following metes and bounds, to wit:

BEGINNING at an iron pin near road, and running thence W. 3.52 chains to an iron pin near Roper Mountain Church; thence N. 22½ W. along another road to a stone 6.62 chains; thence S. 44½ E. 8.60 chains to beginning corner, containing 1½ acres, more or less, bounded by lands of Roper Mountain Church, Toy Vaughn and others.

This is the same property devised to the grantor by Frank McEntire by will which is filed in the Probate Court for Greenville County, S. C.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.