1407 22656

STATE OF SOUTH CAROLINA

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R.H.C

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF Greenville

WHEREAS,

I, Roger Byers

hereinister referred to as Mertgagor) is well and truly indebted unto J. W. Clark, Sr.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissery note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

FOUR THOUSAND, FIVE HUNDRED -

Dollars 3 4,500,00 due and payable

in monthly installments of \$76.73 per month, commencing September 1, 1977 and continuing at the rate of \$76.73 per month until paid in full with each payment applied first to interest and balance to principal

7%

with interest thereon from

date

at the rate of

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 mother some for which the Morteagor may be indebted to the Mortage at any time for advances made to or for his account by the Morteago, and also in consideration of the further sum of Three Doll is \$200, to the Morteagor in land well and fully paid by the Matrice at and better the sealing and delivery of these presents, the receipt whereof is herely also will deed, 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 containing 2 00 kgreen as a basin Greenville containing 2.00 Acres as shown on compiled plat for J. W. Clark made by C. O. Riddle on July 25, 1977 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at or near the Center of Randall Drive and running thence along line of property, now or formerly of Richard Clark, S. 88-39 East 560.7 feet; running thence along line of property of Ada Jones, S. 7-50 West 210 feet to an iron pin; running thence N. 77-20 West 577.8 feet to a point in Randall Drive; running thence along and through Randall Drive, N. 18-32 East 130.3 feet to an iron pin, the beginning corner.

This being the same property conveyed to the Mortgagor by the Mortgagee by deed of even date and recorded simultaneously with this mortgage.

J)

The ther with all and singular rights, members, hereditaments, and apputenances to the same belonging in any way incident or appertunities and all of the reats, asses, and profits which may arise or be had therefrom, and including all heating, plumling, and lighting tistures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties her to that all fixtures and component, 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 a athorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided bearin. The Mirtgagor further covenants to warrant and forever defend all and singular the said premises unto the Mirtgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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