JAMES D. McKINNEY, JR. ATTORNEY - AT. - LAW

DEC 13 12 34 PM 1965

BOOK 1016 PAGE 441

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

. Replacement to all whom these presents may concern:

whereas, I, Henry S. Parris

(hereinafter referred to as Mortgagor) is well and truly indebted un to Pete Bybee

six

(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 dollars

Dollars (\$ 1,000.00) due and payable

on demand,

with interest thereon from date at the rate of

per centum per annum, to be paid: On demand,

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, and in the City of Greenville.

being in the State of South Carolina, County of Greenville, and in the City of Greenville, on the Northeasterly side of Skyland Drive (formerly Bates Avenue) and being known and designated as Lot No. 31 on a plat of Skyland Park recorded in the R. M. C. Office for Greenville County in Plat Book "L" at page 41, and having the following metes and bounds:

BEGINNING at an iron pin on the Northeasterly side of Skyland Drive (formerly Bates Avenue) joint front corner of Lots Nos. 31 and 32 and running thence N. 46-33 E. 132.7 feet to an iron pin, joint rear corner of Lots Nos. 31 and 32; thence S. 47-0 E. 50.1 feet to an iron pin, joint rear corner of Lots Nos. 30 and 31; thence S. 46-33 W. 135.8 feet to an iron pin on the Northeasterly side of Skyland Drive, joint front corner of Lots Nos. 30 and 31; thence along the Northeasterly side of Skyland Drive, N. 43-27 W. 50 feet to an iron pin, the point of beginning.

ALSO the following described personal property: one stove; one sink; 2 toasters; 1 National Cash Register; one work table; one cooler box; 1 coffeeurn; one steam table; one deep fryer; one winnie pot; one Grill; one counter; one back bar; one ice cream freezer; and one refrigerator, all being located at 44 Pendleton Street in the City of Greenville, S. C.

This is a second mortgage on the above described real estate and junior in lien to that held by C. Douglas Wilson & Co. recorded in Mortgage Book 619 at page 219.

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

For Satisfaction See Q. E. M. Book 1128 Page 44

DLLIE TOURS OF ENOUGH

R & C. FOR GREENVILLE OOUTH, E. O.

17. 4:120.01.004 C. M. NO. 24.768