

AUG 1 12 54 PM '69

BOOK 1133 PAGE 83

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEOLLIE FARNSWORTH
R. H. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, CHARLES M. HOWELL, JR. AND BRENDA J. HOWELL,

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALTER ELLIOTT BERRY,

(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

THREE THOUSAND NINE HUNDRED NINETY-ONE AND 52/100--Dollars (\$3,991.52) due and payable

as set forth in said note,

one-half (7 1/2)

with interest thereon from date at the rate of seven and 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 signing 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 place, 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, known and designated as Lot No. 294 on plat of Section B of Gowar Estates recorded in the RMC Office for Greenville County in Plat Book XX at Pages 36 and 37, said lot having a frontage of 76 feet on the south side of Amber Drive, a depth of 175 feet on the east side, a depth of 187.3 feet on the west side, and a rear width of 130.6 feet:

This mortgage being junior to a certain mortgage in favor of Aiken Loan & Security Company recorded in the RMC Office for Greenville County in Mortgage Book 917 at Page 327.

Together with all and singular rights, members, hereditaments, 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.