

MORTGAGE OF REAL ESTATE—OFFICE OF MANN & MANN, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOOK 953 PAGE 203

FILED  
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OLLIE FARRNSWORTH  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, O. Tommy Gibbs,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Martha J. Durham, her heirs and assigns forever:

(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 -----

Five Thousand and No/100----- Dollars (\$ 5,000.00 ) due and payable

Due and payable two years from date, with the privilege to anticipate payment at any time,

with interest thereon from date at the rate of SIX 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 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 those lots of land, situate on the Northeast side of White Horse Road, near the City of Greenville, in Greenville County, S. C., being shown as Lots 4 and 5 on plat of property of Jack K. Wherry and C. L. Miller, made by Pickell & Pickell, Engineers, May 1947, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "KK", at Page 109, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of White Horse Road at joint front corner of Lots 3 and 4 and runs thence along the line of Lot 3 N. 65-07 E. 425 feet to an iron pin on the Southwest edge of Service Drive; thence along Service Drive N. 37-14 W. 87.7 feet to an iron pin; thence still along Service Drive N. 24-56 W. 90.7 feet to an iron pin in the center of a 10-foot drainage easement; thence with the line of Lot 6, and with the center of said 10-foot drainage easement S. 68-36 W. 400 feet to an iron pin on the Northeast side of White Horse Road; thence along White Horse Road S. 21-52 E. 100 feet to an iron pin; thence still along White Horse Road S. 24-04 E. 100 feet to the beginning corner. Service Drive is now known as Tower Drive.

The above described property is the same conveyed to the mortgagor by the mortgagee by her deed of even date and recorded herewith.

This is a purchase money mortgage.

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

*Satisfied and cancelled this 15th day of April 1964.*  
*Wit:*  
*Martha J. Durham*  
*Greenville, S. C.*  
*OLLIE FARRNSWORTH*  
*R.M.C.*  
*GREENVILLE COUNTY, S. C.*  
*RECORDED IN PLAT BOOK*