

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

OCT 3 10 30 AM 1968

BOOK 1105 PAGE 61

MORTGAGE OF REAL ESTATE

OLLIE WORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Norman Abbott Penland and Mary Lou S. Penland

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ralph H. Kay, Jr. and Joyce H. Kay

(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 Nine Thousand Five Hundred and no/100-----
----- Dollars (\$ 9,500.00) due and payable
ninety days from date

maturity
with interest thereon from ~~date~~ at the rate of seven per centum per annum, to be paid: ninety days from date

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, located on Piney Road, near Berea and being more fully described as follows:

BEGINNING at an iron pin on the south side of Piney Road at the original corner of Grantor and running thence, with said road, N. 71-45 E. 242.2 feet to a nail and cap in road; thence a new line, N. 2-55 W. 353 feet to an iron pin; thence, S. 26 W. 478.4 feet to the beginning corner. Being triangular in shape and containing 0.95 acres, more or less, and being the same property conveyed to Norman Abbott Penland and Mary Lou S. Penland by Ralph H. Kay, Jr. and Joyce H. Kay by deed dated the 3rd day of October, 1968, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book at page

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.