

MORTGAGE OF REAL ESTATE - *FILED* *GREENVILLE* *May 5 9 11 AM '69* *BOOK 1124 PAGE 637*
R. M. C. *Grissay, Attorneys at Law, Justice Building, Greenville, S. C.*

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HENRY R. McCAULEY, JR., W. H. McCAULEY, II. AND HAROLD E. JOHNSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. ROY KIMBELL AND RUBY H. KIMBELL

(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 One Hundred Forty Six and 68/100**-----

-----Dollars (\$ **5,146.68**) due and payable

as follows: January 1, 1970 interest only; due and payable on January 1, 1971 interest only; commencing January 1, 1972 principal sum of \$1,715.56 with balance to be paid in the amount of \$1,715.56 on January 1, 1973 and the sum of \$1,715.56 on January 1, 1974.

with interest thereon from date at the rate of 6 1/2 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 Greenville, located on the north side of Kimbell Court, being known and designated as Lot 16 on a plat of property entitled Property of James Roy Kimbell and Ruby H. Kimbell, recorded in the R. M. C. Office for Greenville County in Plat Book LLL, Page 17 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the joint rear corner of Lots 15 and 16 and running thence S. 71-17 E., 170 feet to a point on Woodland Drive; thence running along Woodland Drive S. 18-43 W., 75 feet to a point at the intersection of Woodland Drive and Kimbell Court; thence continuing along said intersection around an arc, the chord of which is S. 63-43 W., 35.3 feet to a point on Kimbell Court; thence continuing along Kimbell Court N. 73-09 W., 98.2 feet to a point; thence still continuing along Kimbell Court N. 75-50 W., 47.4 feet to a point at the joint front corner of Lots 15 and 16; thence continuing along the common line of said Lots, N. 18-58 E., 106.8 feet to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 4 PAGE 230

SATISFIED AND CANCELLED OF RECORD

13 DAY OF Dec 1971

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 3:26 O'CLOCK P M. NO. 16314

For Minutes to the Mortgage see R. M. C. Book 1124 Page 283.