

GREENVILLE CO. S. C.

MAY 25 10 47 AM '70

BOOK 1156 PAGE 75

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE)
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

- TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Doyle E. Trammell,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Humble Oil and Refining Company

(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 Ten Thousand (\$10,000.00)-----

-----Dollars (\$10,000.00) due and payable in accordance with the terms and conditions of a note of even date herewith

with interest thereon from date at the rate of eight per centum per annum, to be paid: in accordance with the terms of a note of even date herewith

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, being known and designaged as lot No. 36, Section "D", as shown on final plat of Riley Estates prepared by Webb Surveying and Mapping Company dated July 1964, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book BBB at page 13, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Riley Road at the joint front corner of lots Nos. 35 and 36 and running thence with the line of lot No. 35 N. 64-00 W. 170.5 feet to an iron pin; thence with the rear line of lot No. 40 S. 20-00 W. 100.6 feet to an iron pin at the joint lower corner of Lots Nos. 36 and 37; thence with the line of lot No. 37 S. 64-00 E. 160 feet to an iron pin on the western side of Riley Road; thence with the western side of Riley Road N. 26-00 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagor by W. M. Rose by his deed dated May 8, 1970 to be recorded herewith.

The lien of this mortgage is inferior to the lien of that certain mortgage dated September 23, 1964, given by W. M. Rose to Carolina Federal Savings & Loan Association as recorded in Mortgage Book 973 at page 31.

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.