

GREENVILLE CO. S. C.

GRIFFIN & HOWARD, ATTORNEYS
GREENVILLE, SOUTH CAROLINA
STATE OF SOUTH CAROLINA } OLLIE FARNSWORTH
COUNTY OF GREENVILLE } R. M. C.

BOOK 1199 PAGE 199

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JAMES GAMBRELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank of Greenville, South Carolina

(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 Fifteen Hundred

Dollars (\$ 1500.00) due and payable

in 24 monthly installments of \$70.15 (including interest) beginning on the 20th day of July, 1971, and on the same date of each consecutive month thereafter until paid in full

with interest thereon from date at the rate of 5½ per centum per annum, to be paid: with the monthly installments

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, on the southern side of Scott Avenue, being shown as a portion of Lot 5 and all of Lot 6 on a plat of the property recorded in Plat Book SS at page 26, in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Scott Avenue, which iron pin is S. 71-15 E. 774.4 feet from the intersection of Stauton Bridge Road and Scott Avenue and running thence with Scott Avenue S. 71-15 E. 28.6 feet to an iron pin; thence continuing with said Avenue S. 71-10 E. 257 feet to an iron pin; thence S. 22-40 W. to an iron pin; thence N. 65-20 W. 239 feet to an iron pin; thence N. 65-20 W. 47.5 feet to an iron pin; thence along the line of the remainder of Lot 5 N. 18-45 E. 263 feet to the point of beginning.

This is a portion of the property conveyed to Andrew T. Scott by deed recorded in Deed Book 857, at page 340, in the RMC Office for Greenville County, less however, the lot shown on said plat conveyed by Sunie Scott to Fred Williams, Jr., by deed recorded in the said RMC Office in Volume 609 at page 107, and also less the lot shown on a revised plat of Lot 5 recorded in Plat Book 4-D at page 151 conveyed by Andrew Scott to John W. McKinney and Allean K. McKinney by deed recorded in said RMC Office in Volume 888, at page 16.

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.