

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & ~~McKay~~, Attorneys at Law, Greenville, S. C.

BOOK 1216 PAGE 377

McKay
FILED
GREENVILLE CO. S. C.

The State of South Carolina,

Dec 15 2 12 PM '71

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern: Fred Philip Gibson

SEND GREETING:

Whereas, I, the said Fred Philip Gibson

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The Citizens and Southern Corporation, (46 Broad St., Charleston, S.C.), as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated January 1, 1971

hereinafter called the mortgagee(s), in the full and just sum of Twelve Thousand Three Hundred and No/100

----- DOLLARS (\$12,300.00), to be paid
on demand

, with interest thereon from date

at the rate of seven and one-half (7½%)
monthly

percentum per annum, to be computed and paid
until paid in full; all interest not paid when due to bear

interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained,

sold and released, and by these Presents do grant, bargain, sell and release unto the said The Citizens and Southern Corporation, (46 Broad St., Charleston, S. C.) as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated January 1, 1971, its successors and assigns, forever:

ALL that lot of land on the southeastern side of Cochran Drive, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 8 on plat of Dempsey Heights recorded in the RMC Office for Greenville County in Plat Book 4-N, at Page 11; said lot fronts 125.1 feet on the southeastern side of Cochran Drive, and runs back to a depth of 150 feet on the west side, to a depth of 93.6 feet on the east side and is 137.8 feet across the rear.