

REGULATION NO. 22
COMPLIED WITH
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MAY 2 3 30 PM '73

MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY

R. MCALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1274 PAGE 313

WHEREAS, CLEO W. GREEN, DONALD C. WARDLAW and SYBIL G. WARDLAW

(hereinafter referred to as Mortgagor) is well and truly indebted unto O. TOMMY GIBBS

(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 AND NO/100

Dollars (\$5,000.00) due and payable

\$75.00 due and payable on the 15th day of April, 1973, and \$75.00 due and payable on the 15th day of each and every month thereafter until paid in full and satisfied. Payment to be applied first to interest and the balance to principal.

with interest thereon from date at the rate of Six per centum per annum, to be paid: Monthly

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

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 eastern side of Keith Avenue, in Greenville Township, shown as Lot 29 on plat of Eliza T. Looper, recorded in the RMC Office for Greenville County in Plat Book "H", at Pages 159 and 160, and according to said plat described as follows:

BEGINNING at an iron pin on Keith Avenue, 207.3 feet from Gordon Street, corner of Lot 28, and running thence with the line of Lot 28 N. 71-20 E, 126.2 feet to pin; thence with rear line of Lot 60 N. 15-42 W. 56.4 feet to pin at the rear corner of Lot 30; thence with line of Lot 30 S. 71-20 W. 132.4 feet to pin on Keith Avenue; thence with the eastern side of Keith Avenue S. 22 E. 56.5 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 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.