

9 27 1978

STATE OF SOUTH CAROLINA  
COUNTY OF LAURENS,

FILED  
GREENVILLE CO. S. C.  
OCT 25 12 20 PM '78

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jeremiah Dyal

(hereinafter referred to as Mortgagor) is well and truly indebted unto Dewey H. Gaines  
126 Elizabeth Ave Talladega Ala

(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 35160

Five Thousand and No/100-----Dollars (\$ 5,000.00 ) due and payable

Sixty-three and 34/100 (\$63.34) Dollars per month, payment to be applied first to interest and then to principal,

with interest thereon from date at the rate of 9 per centum per annum, to be paid: as a foresaid

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, at or near Princeton, containing one and 25/100 (1.25) acres more or less, being bounded on the Northwest by lands now or formerly of the Estate of B. F. Gaines; on the Northeast by lands now or formerly of the Estate of B.F. Gaines; on the Southeast by lands now or formerly of F. W. Kay; add on the Southwest by U.S. Highway Number 25. Having the following courses and distances according to plat prepared by Hugh J. Martin, RLS Number 2320, dated the 12th day of November, 1974, to-wit:

COMMENCING at a point in the center of U.S. Highway 25 at its intersection with U.S. Highway 76 and running thence N 48-48 E 51.2 feet to IP, and thence continuing on the same bearing for a total distance of 261 feet to an IP; thence S 42-19 E 210 feet to IP, thence with the line of property of F.W. Kay S 48-58 W 221 feet to IP and thence continuing on the same bearing for a total distance of 261 feet to a point in the center of U.S. Highway 25; thence N 42-19 E 210 feet to THE COMMENCING POINT.

This is the identical lot of land conveyed by B. Frank Gaines to Dewey H. Gaines by deed recorded on the 1st day of March, 1954, in Deed Book 495, at Page 65, in the office of the Clerk of Court for Laurens County, South Carolina.



RECORDING & SATISFACTION  
FEE PAID  
LAURENS COUNTY TREAS.

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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 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.

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