MORTGAGE OF REAL ESTATE

2011.1482 No.1873

9 21 PH 179 ANTERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WE, JOHN W. VESS, SR. and MARY NELL LINDSEY VESS WHEREAS,

(hereinalter referred to as Mortgagor) is well and truly indebted unto RAYMOND M. GIEBNER

(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 THIRTEEN THOUSAND TWO HUNDRED AND NO/100 ---------- Dollars \$ 13,200.00) due and payable

> with a Nine Thousand and NO/100 (\$9,000.00) Dollar payment being due and payable on or before October 31, 1979, and the balance of \$4,200.00 to be due and payable on January 31, 1980.

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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, insurence premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid Sebt, 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 as-

"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, in the City of Greenville, being known and designated as a portion of Lot 159 said point being at the point of the intersection of the Northern Line of Overbrook Road with the southern line of the right-of-way of the railway line of Southern Public Utilities Co. (now Duke Power Company) and running thence along the northern line of Overbrook Road, N. 60-22 E. 100 feet to a stake; thence continuing along said Road N. 60-13 E. 190 feet to a stake; thence contuning along said Road N. 61-16 E. 112 feet to a stake on the southern line of Southern Public Utilities Co.; thence S. 58-22 W. 25 feet to a stake; thence continuing with said right-of-way S. 51-46 W. 379 feet to the point of BEGINNING, being the southern portion of Lot 159.

This being the same property conveyed to the Mortgagors herein by deed of Raymond M. Giebner dated September 27, 1979 to be recorded of even date herewith.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise on be had thereform, 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, convay 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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