## DEC 2 11 47 AM 1966

MORTGAGE OF REAL ESTATE-Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C. OLLIE I AND ACTAIN

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

808K 1045 PAGE 617

. WHEREAS. we, James C. Gayle and Mary Jean S. Gayle,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Pyramid Life Insurance Company, its successors and assigns forever:

(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

Nine Thousand and No/100----- Dollars (\$ 9,000.00 ) due and payable

\$115.02 on the first day of each and every month hereafter commencing January 1, 1967; payments to be applied first to interest, balance to principal, balance due eight years from date,

with interest thereon from December 1, 1966 the rate of 5 1/4 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, bargaind, 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

All that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the western side of Oakview Drive and being known and designated as Lot No. 12 of Sunrise Circle as shown on plat thereof recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "JJ", at Page 103, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Oakview Drive at the joint front corner of Lots Nos. 12 and 13 and running thence along the joint line of said Lots N. 81-02 W. 99 feet to an iron pin; thence S. 11-58 W. 100 feet to an iron pin; thence along the joint line of Lots Nos. 11 and 12 S. 81-02 E. 125.8 feet to an iron pin; thence along the western side of Oakview Drive N. 2-17 W. 102.4 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.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 3 PAGE 06

SATISFIED AND CANCELLED OF RECORD

DAY OF CET. 1971

O'llie Farmsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:47 O'CLOCK P. M. NO. 9870