

STATE OF SOUTH CAROLINA

FILED  
GREENVILLE CO. S. C.

BOOK 1164 PAGE 299

COUNTY OF GREENVILLE

AUG 26 9 52 AM '70

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R. M. C.

WHEREAS, We, Robert H. Rumsey and Cherlyn Ann H. Rumsey,

(hereinafter referred to as Mortgagor) is well and truly indebted unto , Tom 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 Three Thousand and No/100-----

Dollars (\$ 3,000.00 ) due and payable

one year from August 25, 1970,

No  
with interest thereon from date at the rate of XX- per centum per annum, to be paid:

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, being the major portion of Lot No. 22 and a

small portion of Lot No. 21 on a plat of Barwood Subdivision recorded in the R. M. C. Office for Greenville County in Plat Book 000 at Page 33, and having, according to said plat and a recent survey by R. K. Campbell, February 20, 1969, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the south side of Barwood Circle, at the joint front corners of Lots 22 and 23; thence with the line of said lot S. 26-22 E., 213.1 feet to an iron pin; thence S. 51-40 W., 74.6 feet to an iron pin; thence N. 65-10 W., 146.6 feet to an iron pin; thence with new line through Lots 22 and 21, N. 11-03 E., 161.2 feet to an iron pin on the south side of Barwood Circle; thence with the curve of south side of said street, S. 84.28 E., 15 feet to original joint front corner of Lots 21 and 22; thence continuing with the curve of said street N. 69-45 E., 55 feet to the point of beginning.

Also:-

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on plat of Barwood Subdivision, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 000, at Page 33, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin 183.5 feet from the joint front corner of Lots Nos. 22 and 23, Barwood Circle, and running thence S. 34-15 E., 29 feet to an iron pin on rear of Lot No. 23; thence S. 51-40 W., 4 feet to an iron pin; thence N. 26-22 W., 29.6 feet to the point of beginning.

This mortgage is junior in lien to that certain Note and Mortgage in favor of Fountain Inn Federal Savings and Loan Association recorded in the R. M. C. Office for Greenville County in Volume 1122 at Page 605.

This mortgage is given as additional security for that certain Note and Second Mortgage in the amount of Six Thousand (\$6,000.00) Dollars given by Larry B. Carper and Robert H. Rumsey, recorded in the R. M. C. Office for Greenville County in Mortgage Book 1164 at Page 303 .

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 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.

*Satisfied and cancelled June 11, 1971.*

*Tom Gibbs*

*Witness Carolyn Klopfer*

SATISFIED AND CANCELLED OF RECORD

*12* DAY OF *June* 19 *71*

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT *4:34* O'CLOCK *P.* M. NO. *30304*