

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEC 7 3 21 PM 1966

MORTGAGE OF REAL ESTATE BOOK 1016 PAGE 113

OLLIE FARNSWORTH  
REC'D

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, John Henry Gary and Leona Gary

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charlie Frank Bivins, Benjamin Bivins, and James F. Bivins, Their Heirs And Assigns,

(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 Dollars (\$ 3,000.00 ) due and payable

On March 15, 1967.

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

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, in Greenville Township, in the City of Greenville on the North side of Sullivan Street as shown on plat as Lot No. 3, made by Dalton & Neves, September 10, 1947, said plat recorded in Plat Book R, Page 89, described as follows:

BEGINNING at a point on the North side of Sullivan Street at the corner of Lot No. 4 and running thence along the line of Lot No. 4, N. 18-60 E., 106.3 Feet to Lot No. 2; thence along the line of Lot No. 2, S. 69-00 E. 36.1 Feet to corner of the Lot now or formerly belonging to Hunter; thence along the Hunter Line, S. 15-03 W. 109 Feet to Sullivan Street; thence along said Street N. 67-12 W. 43.4 Feet to the beginning corner. This Lot lies West of Trotter Street. See deed recorded in Deed Book 406 at Page 299.

THIS is the same property acquired by William E. Bivins by Will of the late Berry Garrett, Deceased, as noted in Apartment 876, File 3, Office of the Probate Judge for Greenville County. That the said William E. Bivins died Intestate on November 20, 1965 as noted in Apartment 927, File 11, Office of the Probate Judge for Greenville County, leaving as his sole heirs at law, three brothers, namely: Charlie Frank Bivins, Benjamin Bivins and James F. Bivins. That this property is known on the Auditor's Books as being in Tax District 500-Sheet 86-Block 8-Lot 10.

BEING the same property conveyed to the Mortgagors by the Mortgagees.

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.

*3 satisfactions see R. E. M. Book 1053 Pages 6, 7 & 8.*

SATISFIED AND CANCELLED OF RECORD  
24 DAY OF *Nov* 1967  
*Ollie Farnsworth*  
R. E. C. FOR GREENVILLE COUNTY, S. C.  
BY *L. R. G. CLARK* R. E. NO. *22881*