

FILED  
GREENVILLE CO. S. C.

BOOK 1076 PAGE 687

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NOV 8 3 56 PM 1967

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH  
R. M. C.

WHEREAS, We, Bobby C. Fowler and Bonnie T. Fowler

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Wilton Roy Kirby

(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

TWO THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 2,500.00 ) due and payable with payments of \$20.00 per month commencing ~~November~~ <sup>FEB.</sup> 1, 1968 with total balance of note and mortgage to be paid no later than July 1, 1969.

The amount of \$500.00 is payable on or before ~~January~~ <sup>FEB.</sup> 1, 1968

with interest thereon from date at the rate of SIX per centum per annum, to be paid: \$120<sup>00</sup> Total

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:

ALL THAT lot of land situate on the East side of Whiller Drive near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 5 on plat of Park Lane Terrace, made by Pickell & Pickell, Engineers, October, 1957, recorded in the R. M. C. Office for Greenville County, S. C., in plat book MM, page 47, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Whiller Drive at joint front corner of Lots Nos. 4 and 5 and runs thence along the line of Lot No. 4, N. 87-16 E. 141.6 feet to an iron pin; thence N. 2-44 W., 124.7 feet to an iron pin; thence along the line of Lot No. 6, S. 74-16 W., 166.1 feet to an iron pin on the East side of Whiller Drive; thence with the East side of Whiller Drive, S. 15-44 E., 90 feet to the beginning corner.

THIS IS A SECOND MORTGAGE.

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.

*Paid in full on July 11, 1969.  
Wilton Roy Kirby  
Witness Charles G. James*

SATISFIED AND CANCELLED OF RECORD

19 DAY OF August 1969  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 10:24 O'CLOCK A. M. NO. 4148