4396 at 721

STATE OF SOUTH CAROLINA COUNTY OF

MORTGAGE OF REAL ESTATE

WHEREAS, I, Stanley C. Gibson,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert H. Eppes and James A. Eppes

(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

Dollars (\$ 40,000.00) due and payable

at \$603.71 per month, beginning on 10th day of August, 1977, and continuing each month thereafter until paid in full.

with interest thereon from July 10, 1977 at the rate of 7 % 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 piece, parcel or lot of land situate, lying and being on the west side of Old Buncombe Road and being more fully described according to a plat of the property of Robert H. Eppes, Mary R. Eppes and James A. Eppes by J. C. Hill, dated J_{u} ne 8, 1959 and was revised July 14, 1959, recorded in the R. M. C. Office for Greenville County in Plat Book "SS" at page183, and having the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Old Buncombe Road and running thence N. 54-45 W. 508.5 feet to an iron pin; thence running S. 17-30 W. 158.5 feet to an iron pin on the northern edge of a new-cut road, S. 72-30 E. 482.2 feet to the point of beginning. Said lot containing 0.87 acres.

Also all that piece, parcel or lot of land situate, lying and being on the west side of Old Buncombe Road and being more fully described:

BEGINNING at an iron pin on the West side of the Buncombe Road where said lot of corners with the Duncans' Chapel land and running thence with Buncombe Road N. 13 E., 274 feet to an iron pin at the corner of J. O. Raines land; thence N. 80-20 W., 493 feet to an iron pin; thence S. 29 W., 40 feet to a stone pile; thence S. 54-45 E., 536 feet to the beginning corner containing 1.8 acres, and being the same lot of land conveyed to the grantor by J. Clyde Ross by deed date December 1, 1928, recorded in the R. M. C. Office for Greenville County in Deeds Volume 178 at page 280.

This being all of the property conveyed to the grantees by deeds recorded in the R. M. C. Office for Greenville County in Deed Books 288 at page 292, and 630 at page 28, dated J'ne 30, 1939 and July 16, 1959, except that portion on the corner of Old Buncombe Road and Duncan Chapel Road being 100 feet on the front of Old Buncombe Road to a depth of 200 feet on Duncan Chapel Road and being a rectangle which was previously sold to a bank of Travelers Rest more accurately described in a deed recorded in the R. M. C. Office of Greenville County in deed book 125° at page 90°, by Robert H. Epps, et al, recorded March 17, 1977.

This is a purchase money mortage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

mage and a sale out to posture, then to provide the contract of the contract o

*

RV-2.3