

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1049 PAGE 163

WHEREAS, We, Billy R. Gambrell and Mary Jo Burns Gambrell,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. Dan Joyner and P. Dayton Poole

(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

Five Hundred Seventy-Five and 25/100-----Dollars (\$ 575.25) due and payable

Due and payable \$25.00 per month beginning February 16, 1967 with the balance being due and payable by March 1, 1967.

Mary

~~with interest thereon from~~

~~XXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

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, on the southern side of Orchid Drive and being known and designated as Lot No. 34, Westwood Terrace (formerly Cedar Lane Gardens) as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "GG", at Page 139 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Orchid Drive, joint front corner of Lots Nos. 34 and 54 and running thence with the common line of said lots S. 40-57 E. 130 feet to an iron pin; thence across the rear line of Lot No. 34 N. 49-11 E. 109.1 feet to an iron pin on the western side of Jonquil Lane; thence with the western side of Jonquil Lane N. 40-57 W. 105 feet to an iron pin at the western corner of the intersection of Orchid Drive and Jonquil Lane; thence with the curve of said intersection, the chord being N. 85-51 W. 35.4 feet to an iron pin on the southern side of Orchid Drive; thence with said Drive S. 49-11 W. 84.1 feet to an iron pin, the point of beginning.

This is a second mortgage, being junior in lien to that certain mortgage given to C. Douglas Wilson & Co. dated June 2, 1965 in the original amount of \$13,500.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 996, at Page 435.

This is a purchase money mortgage.

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 2 PAGE 165

SATISFIED AND CANCELLED OF RECORD

24 DAY OF Aug 1971
Ollie Lammwell

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:49 O'CLOCK A M. NO. 5657