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

ADDK 1049 PAGE 497

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE 57 AN 1907 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

We, Thomas P. Hendren and Rachel B. Hendren,

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

O. Tommy 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

Eight Hundred Sixteen and No/100-----

Dollars (\$ 816,00) due and payable

\$25.00 on the 1st day of each and every month hereafter, commencing March 1, 1967; payments to be applied first to interest, balance to principal; balance due three years from date with the privilege to anticipate payment at my time,

with interest thereon from

date

at the rate of $6 \frac{1}{2}$

per centum per annum, to be paid: monthly

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, bargaind, 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, City of Greenville, on the northern side of East Earle Street and being known and designated as Lot No. 17, Section F, on plat of Stone Land Company recorded in the R. M. C. Office for Greenville County in Plat Book "K", at Page 277, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of East Earle Street at the joint front corner of Lots Nos. 16 and 17, Section F, and running thence with the line of Lot No. 16 N. 18-30 E. 143. 6 feet to an iron pin on the south side of Garraux (Swiss Avenue) Street; thence with the south side of Garraux Street S. 66-15 E. 65.7 feet to an iron pin at the joint corner of Lots Nos. 17 and 18; thence with the line of Lot No. 18 S. 18-30 W. 137.7 feet to an iron pin on the northern side of East Earle Street; thence with the north side of East Earle Street $N_{\:\raisebox{1pt}{\text{\circle*{1.5}}}}$ 71-20 W. 65.3 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by the mortgagee by his deed of even date and recorded herewith.

This is a second mortgage, being junior in lien to a mortgage to William Earle Henderson.

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.

AT /0 22 O'CLOCK A M. NO. /23 FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 78 PAGE 1375