

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, We, James Gardner and Margaret Gardner,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, as Trustee under the B. M. McGee Will

(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 **Sixteen Hundred and no/100** -----

Dollars (\$ 1600.00 ) due and payable

\$50.00 on the 15th day of each and every month hereafter, commencing September 15, 1961; payments to be applied first to interest, balance to principal, with the privilege to anticipate payment after one year,

with interest thereon from date at the rate of **six** 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, 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**, being known as a part of the property conveyed by J. E. Grice to C. C. Hall and M. E. Hall; subsequently conveyed by C. C. and M. E. Hall to William and Myra Laws; from heirs of Myra Laws and William Laws to William Laws and from William Laws to Grantor, being more fully described as follows:

BEGINNING at an iron pin on a settlement road and running thence S 85 1/2 W. 3.26 chains to an iron pin; thence S 72 1/2 W. 4.8 chains to an iron pin; thence N. 76 1/2 E. 2.90 chains; thence N. 3 1/2 E. 2.00 chains to an iron pin; thence N 19 E. 1.66 chains to the beginning corner, containing 1-1/8 acres, more or less, together with a ten-foot road along the line of property now or formerly of Louise Barton,

Less, however, a certain lot conveyed by William and Myra Laws to Board of Deacons of Laws Chappell Free Will Baptist Church by deed dated May 8, 1933, recorded in the R. M. C. Office for Greenville County in Deed Book 478, page 58.

Being the same property conveyed to James Gardner and Margaret Gardner by deed recorded in Deed Book 636, Page 343.

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.