

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 31 3 17 PM 1967

OLLIE FARNSWORTH
REC'D

MORTGAGE OF REAL ESTATE

BOOK 1058 PAGE 25

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, BRYAN KIRBY and WILLIAM D. KIRBY,

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

(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 ~~Six Thousand Two Hundred Twenty-six and 91/100~~ Dollars (\$ 6,226.91) due and payable

\$100.00 per month commencing on October 1, 1967, and \$100.00 on the first day of each succeeding month thereafter until paid in full, said payments to be applied first to interest, then to principal

with interest thereon from date at the rate of Six 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 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, in Chick Springs Township, on the E/s of Paris Mountain Road and on the S/s of Mountain Creek, being composed of two separate tracts of land containing 5.93 acres, more or less, and having, in the aggregate, the following metes and bounds, to wit:

BEGINNING at a point in the center of the bridge on the Paris Mountain Road over Mountain Creek, and running thence along the center of said Paris Mountain Road (also being known as State Highway No. 253), almost due south, 9.50 chains to a point in the center of said road; thence N. 38 E. 9.90 chains to a stone corner on; thence N. 36 E. 10.75 chains to a point in the center of said Mountain Creek; thence up the center of said Mountain Creek in a southwesterly and westerly direction to the beginning corner.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that she saw the within named William D. Kirby, sign, seal and as his act and deed deliver the within written mortgage and that she, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
29th day of August, 1967.

James R. Leitke

S. Maurice Johnson (SEAL)
Notary Public for South Carolina

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.