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BOOK 1114 PAGE 407

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Bobby C. McKelvey

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

Southern Bank and Trust Company

(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 **Eighteen Thousand Six Hundred - - - - -**

Dollars (\$ 18,600.00) due and payable

One year after date

with interest thereon from date at the rate of **7** per centum per annum, to be paid: **annually**

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 and in the Town of Fountain Inn at the corner of Jones and Wall Street and being more fully described as follows, to-wit:

BEGINNING at the southern corner of Wall Street and Jones Street and running thence along Wall Street in a sotheast direction 309.54 feet, more or less, to property of V. M. Babb, Jr.; thence along the Babb property in a sothwest direction 247.5 feet, more or less; thence turning and running along Edwards property in a northwest direction 306.24 feet, more or less, to the eastern side of Jones Street; thence in a northeast direction along Jones Street 202.62 feet, more or less, to the point of beginning.

There being situate on the within premises a one-story steel frame with concrete floor public garage building, an old dwelling house, an iron clad 1 room old garage building and a remodled frame warehouse, now being used as a negro cafe.

The interest of the mortgagor in the premises being by deed of Virginia C. McKelvey and James L. McKelvey, of record in Deed Book 853, Page 134 conveying a 2/3 undivided interest and the other 1/3 interest being inherited from James Grady McKelvey, who died intestate on or about February 1, 1966, Probate Court File Apt. 1021, File 19 Greenville County, S. C.

Together with all and singular rights, members, herditaments, 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.