

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE**

**To All Whom These Presents May Concern:**

**Whereas:** W. Gordon Kay and Mary W. Kay

(hereinafter referred to as Mortgagor) is well and truly indebted unto William F. Davis and R. W. Riley

(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 Seven Thousand Nine Hundred Sixty-Nine and No/100

Dollars (\$7,969.00 ) due and payable

January 31, 1970,

with interest thereon from date at the rate of eight (8) per centum per annum to be paid: January 31, 1970.

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 shown and designated on plat prepared by E. H. Walker, Jr., dated May, 1969, and entitled "Property of William F. Davis & R. W. Riley", and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Lyons Drive and running thence with the property of Thackston, S. 3-27 W., 610 feet to an iron pin; thence along property of Fleming, S. 50-18 E., 767 feet to an iron pin on northerly side of creek; thence with said creek, the meanders of which are as follows: N. 39-42 E., 50 feet; S. 62-58 E., 79 feet; N. 48-25 E., 135.5 feet; N. 69-26 E., 128 feet; N. 44-35 E., 117 feet; N. 86-52 E., 126 feet; N. 71-34 E., 175 feet to an iron pin; thence with line of Lot 17 of Terrace Acres, N. 5-47 W., 184 feet to an old iron pin; thence continuing with Terrace Acres Subdivision, N. 86-18 W., 707 feet to an old iron pin; thence N. 3-39 E., 492.6 feet to an old iron pin on the southerly side of Lyons Drive; thence with the southerly side of Lyons Drive, N. 73-25 W., 111.3 feet to an iron pin; thence continuing with the southerly side of Lyons Drive, N. 82-10 W., 457 feet to an iron pin, the beginning corner, and containing 16.05 acres, more or less.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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, his 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.

*Paid and satisfied in full this 21st day of February 1970.*