

OLLIE FARNSWORTH
R.M.C.

BOOK **1145** PAGE **89**

The State of South Carolina,
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said **GARY TUMBLIN**

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to **HUMBLE OIL & REFINING COMPANY**

hereinafter called the mortgagee(s), in the full and just sum of **Seven Thousand and No/100 (\$7,000.00)**

----- DOLLARS (\$7,000.00), to be paid

del

~~at the rate of 1c per gallon on gasoline sold at Tumblin's Gas Station to be computed and paid monthly beginning January 1, 1970 and on the first day of each month thereafter until paid in full.~~

During the first twelve (12) calendar months after the date hereof the rate of **1c** per gallon of motor fuel delivered to Maker by Payee shall be in full payment of the debt above provided for shall not be less than **250.00** per month. Thereafter the rate of **1c** per gallon of motor fuel delivered to Maker by Payee shall be in full payment of the debt above provided for shall not be less than **250.00** per month.

with interest thereon from **July** date **1973**

at the rate of **eight (8%)** percentum per annum, to be computed and paid **monthly - included above** when due, the same shall be paid in full, all interest not paid when due to bear interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of **THREE DOLLARS**, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **HUMBLE OIL & REFINING COMPANY**, its Successors and Assigns, forever:

ALL that lot of land in the County of Greenville, State of South Carolina, near Greenville, S. C. known as Lot No. 83 on revised plat of Belle Meade made by Piedmont Engineering Service dated January 17, 1956 and recorded in the R.M.C. Office for Greenville County in plat book EE at page 115 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Camden Lane at the joint front corner of lots nos. 83 and 84, which iron pin is situate 80.6 feet southwest of the intersection of Camden Lane and East Dorchester Boulevard and running thence along the line of lot no. 84, S 27-53 E, 150.9 feet to an iron pin at the rear corner of lot no. 84; thence along the line of lot no. 85, S 71-0 W, 75 feet to an iron pin at the rear corner of lot no. 130; thence along the line of lot no. 130, N 28-15 W, 138.7 feet to an iron pin on the southeastern side of Camden Lane; thence with said Lane, N 61-42 E, 75 feet to the point of beginning.

Being the same property conveyed to mortgagor by deed of Harold W. Tant, dated August 7, 1965, recorded in Deed Book 779, Page 523.

This mortgage is inferior to that certain mortgage given by Harold W. Tant, and assumed by mortgagor to C. Douglas Wilson & Company recorded in Mortgage Book 902 at Page 509.