

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

FEB 17 4 08 PM '70

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, WE, W. GORDON AND MARY W. KAY

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST COMPANY

(hereafter 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

Eight Thousand Eight Hundred Forty-Two and 68/100ths Dollars (\$ 8,842.68 ) due and payable

\$150.00 on the 1st day of April, 1970 and \$150.00 on the 1st day of every third month thereafter for a total of twelve consecutive quarters, and also payments of \$237.56 each on February 16, 1971 and February 16, 1972 and the balance, if not sooner paid, on February 19, 1973. In the event of prepayment in full or in part, the Bank will give credit for prorata refund of finance charges.

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 F. Davis and R. W. Riley, and having such metes and bounds, as follows:

BEGINNING at an iron pin on southern side of Lyon Drive and running thence with property of Thuckston 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 northern 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 southern side of Lyon Drive; thence with the southern side of Lyon Drive N. 73-25 W. 111.3 feet to an iron pin; thence continuing with the southern side of Lyon Drive N. 82-10 W. 457 feet to an iron pin, the point of beginning.

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 thereon, 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 hereabove 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.