JOHN M. DILLARD, Attorney at Law, Greenville, 8. C. C. S. C.

ABBK 981 PAGE 481

STATE OF SOUTH CAROLINA COUNTY OF Greenville

DEC 21 12 15 Pil BOORTGAGE OF REAL ESTATE

TO ALL, WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. We, O. TOMMY GIBBS and W.E. SHAW

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

EDITH HARRIS SMITH

(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 Nine Thousand Four Hundred and No/100------- Dollars (\$ 9, 400, 00) due and payable

in monthly installments in the sum of One Hundred Four and 43/100 (\$104.43) Dollars, with the first monthly installment becoming due on January 18, 1965, and continuing thereafter on the 18th day of each and every month until paid in full, all payments to apply first to interest with balance to principal with interest thereon from date at the rate of six(6%) per centum per annum, to be paid: monthly

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 lot of land with buildings and improvements situate at the northeastern corner intersection of Pettigru and Williams Streets in the City of Greenville, Greenville County, South Carolina, being shown and designated as a part of Lots Nos. 7 and 8, Block 7, on a Plat of Boyce's Addition dated January 13, 1904, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book A, Pages 90 and 91, and having according to a more recent Plat prepared by Carolina Engineering & Surveying Company dated December 16, 1964, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeastern corner intersection of Williams Street with Pettigru Street, and running thence along Williams Street, N. 15-00 W. 90 feet to an iron pin; thence along the line of property now or formerly owned by Mrs. H. L. Culbertson, N. 65-30 E. 125 feet to an iron pin; thence along the line of property now or formerly owned by Floride Smith McBee, S. 15 E. 88,9 feet to an iron pin on the northern side of Pettigru Street; thence along the northern side of Pettigru Street, S. 65 W. 125 feet to an iron pin, the beginning corner.

This is a purchase-money mortgage.

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.

N.g. Williams, Jr.

ell and batesfied this 3rd day abeth Three shaw Ryan administration, C.T.A.

> SATISFIED AND CANCELLED OF RECORD 2 DAY OF MAN. 18
>
> R. M. C. FOR GREENVILLE COUNTY, S. C.
>
> AT 10: 4 O'CLOCK AM NO. 22.