

BOOK 313 PAGE 254

FILED GREENVILLE CO. S. C.

FEB 6 12 29 PM 1963

First Mortgage on Real Estate

MORTGAGE

OLLIE FAIRBORTH R.M.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

L.C. GIBBY & ALICE C. GIBBY

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C. (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 Fourteen Thousand Five Hundred and No/100

DOLLARS (\$ 14,500.00 ), with interest thereon from date at the rate of 5 3/4ths per centum per annum, said principal and interest to be repaid in monthly instalments of One Hundred Two and No/100 Dollars (\$ 102.00 ) each on the first day of each month hereafter until the principal and interest are fully paid; each payment to be applied first to payment of interest and then to payment of principal, and

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 purpose, including advances made by the Mortgagee on other or no security:

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, situate at the northwestern intersection of Fairfax Drive and Childress Drive and being shown as Lot 39 on plat of the property of W. R. Timmons, Jr. recorded in Plat Book XX at Page 9, and having according to said plat the following metes and bounds, to wit:

"BEGINNING at an iron pin on the northeastern side of Fairfax Drive at the joint front corner of Lots 39 and 40, and running thence with the line of Lot 40 N. 39-17 E. 153.9 feet to pin in line of Lot 36; thence with line of Lot 36, S. 60-20 E. 154.2 feet to pin on Childress Drive; thence with the northern side of Childress Drive S. 46-08 W. 95.3 feet; thence continuing with Childress Drive S. 50-07 W. 91.7 feet to pin; thence with the curve of the intersection of Childress Drive and Fairfax Drive, N. 37-48 W. 77.6 feet to pin; thence continuing N. 43-53 W. 24.6 feet to the point of beginning."

This being the same property conveyed to the mortgagors by William R. Timmons, Jr. by deed to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.