

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOOK 1113 PAGE 245

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
GREENVILLE CO. S. C.
DEC 30 11 51 AM 1968
OLLIE FARRINGTON
R. M. C.

WHEREAS, HOLLY BRINLEY ANNE JAMES GARDNER

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALTER W. GARDNER

(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 HUNDRED AND ONE DOLLARS AND NO/100----- Dollars (\$7,100.00) due and payable

with interest thereon from date at the rate of 7% per centum per annum, to be paid:

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, on the Southwest side of Buncombe Street, in the City of Greenville, and having the following metes and bounds :

BEGINNING at a stake at the corner of a lot now or formerly owned by Arch Mahaffey and running thence S. 53-30 W. with line of said lot 138.5 feet to a stake; thence N. 36-30 W. 60 feet to a stake; thence N. 53-30 E. parallel with Mahaffey line 138.5 feet to Buncombe Street S. 56-30 E. 60 feet to the beginning corner and being the same property purchased from Sophie E. Reames, by deed dated February 28, 1945, and recorded in the office of the Register of Mesne Conveyances, in and for the State and County aforesaid in deed book Volume 273, page 1, SUBJECT NEVERTHELESS to a right of way and easement on the northwest side thereof, ten feet in width and 100 feet in depth from Buncombe Street conveyed to St. James Episcopal Church to be used jointly with the owner for a driveway, and less six feet across the front conveyed to the City to widen the street, by deed recorded in Deed Book 105, at Page 332, and, also, less strip conveyed to the City by deed recorded in Deed Book 387 at Page 385.

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.