

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AUG 5 11 27 AM '70

OLLIE FARNSWORTH
R. M. C.

BOOK 1162 PAGE 423

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Luther J. Kay and Marsha Kay
of the County and State aforesaid

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

Carl C. Stribling and

Daisy C. Stribling

(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

Ten Thousand Eight Hundred Seventy-Three

Dollars (\$ 10,873.00) due and payable

at the rate of One Hundred Dollars per month, first payment due on the 18th day of September and an equal amount due on the same day of each month thereafter until paid in full, beginning September 18, 1970.

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, being known as Lot No. 1 on Plat of North Sunset Hills made by Dalton & Neeves in July 1941, recorded in Plat Book "L" at Page 92, in the R.M.C. Office for Greenville County, and being more particularly described as follows:

BEGINNING at a stake at the Northern corner of Elizabeth Drive and Paris Mountain Road, and running thence with the Northwestern side of Paris Mountain Road N. 51-22 E 35 feet to a stake at corner of Lot No. 2; thence with line of said Lot, N. 38-38 W, 157.8 feet to a stake on a 5 foot utility strip; thence with said utility strip, S. 50-52 W. 66.3 feet to a stake on Elizabeth Drive; thence with the Northeastern side of Elizabeth Drive, S. 40-50 E. 132.5 feet to stake; thence with the curve of the intersection, the chord of which is S. 84-44 E. 36.1 feet to the beginning corner.

Together with all and singular rights, members, hereditaments, 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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 1 PAGE 658

SATISFIED AND CANCELLED OF RECORD

11 DAY OF Aug 1971
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:09 O'CLOCK P. M. NO. 4402