

SEP 17 11 29 AM '70

BOOK 1166 PAGE 585

HORTON, DRAWDY, DILLARD, MARCHBANKS, OLLIE FARNSWORTH, 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

R. M. C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DON GAINES & GAIL GAINES

(hereinafter referred to as Mortgagor) is well and truly indebted unto P. H. MOORE & MAE D. OWENS

(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 Thirteen Thousand Four Hundred eighty-nine and 92/100--- Dollars (\$ 13,489.92 ) due and payable

in 48 monthsly installments in the sum of \$281.04 each, commencing on the 1st day of November, 1970, and continuing thereafter on the first day of each month for a total of 48 months, the above payments to include both principal and interest.

~~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:~~

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 piece, parcel or lot of land together with buildings and improvements now or hereafter constructed thereon, situate, lying and being on the Western side of East Butler Road at the intersection thereof with another Drive, being shown and designated as Property of Don Gaines on a survey for Tom Hughes and Don Gaines made by Carolina Engineering & Surveying Co., dated March 31, 1970, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 4E, page 33, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Western side of East Butler Road at the corner of property now or formerly owned by Lottie G. Verdin and running thence along the Western side of East Butler Road, S. 30-40 W., 188.8 feet to an iron pin; thence along the Northern side of a Drive, N. 69-30 W., 210 feet to an iron pin; thence N. 22-02 E., 183.6 feet to an iron pin on the line of property now or formerly owned by Lottie G. Verdin; thence along the line of the last mentioned property, S. 69-30 E., 251.3 feet to an iron pin, the beginning corner, and being the same property conveyed to the mortgagors herein by deed of Leroy Couch recorded in the RMC Office for Greenville County, S. C., in Deed Book 895, page 363.

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.

*Satisfied and paid in full May 21, 1971.*

*Mae D. Owens*

*P. H. Moore*

*Witness Francis B. Holtzclow*

SATISFIED AND CANCELLED OF RECORD  
26 DAY OF May 19 71

*Ollie Farnsworth*

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1:46 O'CLOCK P. M. NO. 28386