

STATE OF SOUTH CAROLINA

APR 1 1 50 PM 1968

BOOK 1088 PAGE 197

COUNTY OF GREENVILLE

OLLIE FARNWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RONALD F. GARDNER AND SHEILA K. GARDNER

(hereinafter referred to as Mortgagor) is well and truly indebted unto COLONIAL CO., INC.

(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 ONE THOUSAND AND NO/100

Dollars (\$1,000.00) due and payable in monthly installments of \$30.65, with the first monthly payment to be due on May 15, 1968,

with interest thereon from date at the rate of 6 1/2 per centum per annum, to be paid: as provided in the Note.

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 southern side of Randy Drive (formerly Silent Night Drive) and being known and designated as Lot No. 9 on Plat of Edwards Forest, Section 2, recorded in the RMC Office for Greenville County in Plat Book RR, at Page 20, and having, according to said plat, the following metes and bounds, to -wit:

BEGINNING at an iron pin on the southern side of Randy Drive at the joint front corner of Lots Nos. 9 and 10, and thence along said drive N. 56-45 E., 100 feet to an iron pin; thence along the joint line of Lots Nos. 8 and 9 S. 33-15, E. 180 feet to an iron pin; thence S. 56-45 W., 100 feet to an iron pin; along joint line of Lots Nos. 9 and 10, N. 33-15 W., 180 feet to the point of beginning.

The Mortgagor reserves the right to anticipate payments and pay off any remaining balance at any time before maturity without penalty.

It is understood and agreed that this Mortgage is junior to that certain Mortgage of Real Estate to Fidelity Federal Savings & Loan Association dated March 4, 1966 and recorded in the RMC Office for Greenville County in Mortgages Book 1024, at Page 275.

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.

*Paid July 15-1970
Colonial Company
By: Thomas A. Lee
Witness
James C. Hester*

SATISFIED AND CANCELLED OF RECORD
22 DAY OF July 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:30 O'CLOCK P. M. NO. 1708