BOOK 1129 PAGE 373

STATE OF SOUTH CAROLINA

JIH 23 9 55 NH '69MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTHWHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Virginia Ann J. Kellett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 olher and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling and delivery of these presents, the receipt whereof is thereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assistants.

"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, Fairview Township, consisting of three tracts described as follows:

- 1. All that tract in the corporate limits of the Town of Fountain Inn, containing nine (9) acres, more or less, and being all the remainder and balance of a twenty-seven (27) more or less acre tract of land conveyed to the Lilla H. Jones and her sister, Essie Mae H. Jones, by deed of C.A. Parsons on the 14th day of October 1943, said deed of record in the office of the R.M.C. for Greenville County, S. C. in Deed Book 261 at Page 288. The greater portion of the 27-acre tract was subdivided into lots by Lewis C. Godsey, Surveyor, in May 1954, as shown on a plat in said office in Plat Book EE at Page 101, said lots being numbered from one through thirty-nine, inclusive. The nine acres more or less tract of land herein being conveyed is bounded by said subdivision, lands of W. Shell Thackston, Holland land, and others.
- 2. All that piece, parcel, or lot of land in the Town of Fountain Inn containing 3.40 acres, more or less, being all the remainder and balance of a tract of land which was originally a tract containing 4.03 acres being known and designated as Tract No. 1 of the Property of H. T. Ball et al, according to a plat made by W. J. Riddle, Surveyor, October 16, 1942, a lot containing .63 acres having been subsequently conveyed to Elaine Jones Hudson, which deed is duly recorded in said Office of the R.M.C. for Greenville County, S. C. The land being conveyed herewith (3.40 acres) is bounded by the .63 acres, land of Shell Thackston, and Hellams Street.
- 3. Also, all that other piece, parcel, or tract of land which contains, by an old survey, 63-1/4 acres, more or less, but by a more recent survey 75.5 acres, more or less, being bounded by Howard Land, Durbin Creek, land formerly owned by W.H. Hughes and lands formerly belonging to Bryson, Judson et al. This being the same tract of land conveyed to Lilla H. Jones and her sister, Essie Mae Jones, by deed of J. B. Gault, Frank Gault, and Alice Jane G. Thomason on the 30th day of November 1955, by deed of record in said R.M.C. Office for Greenville County, S. C., in Deed Book 540 at Page 239, the interest of the said sister, Essie Mae Jones, having been conveyed to Lilla H. Jones herein by deed dated October 8, 1957, of record in said R.M.C. Office in Deed Book 585 at Page 394, being the first tract described in said deed, Block Book Reference 560.4-1-9. This being known as the Gault Tract of land. There being situate on this tract of land forty seven (47) acres, more or less, of Virgin Timber.

This is the identical property conveyed to the mortgagor herein by deed of Lilla H. Jones dated March 14, 1969 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 864 at page 243.

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 thereform, 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 tailed of the premises thereinabove described in fee simple absolute, that it has good right and is lawfully subjorized to sell, convey or encumbes the same, and that the premises are free and clear of all lines and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defined all and signal art he said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

See Page 374 for satisfaction