MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,

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FILED
GREENVILLE CO. S. C.
SEP 28 4 40 PM '77
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, C. A. Gibson

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

(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 Six Hundred Fifty and No/100---------- Dollars ($ 13,650.00) due and payable

as per note executed of even date

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, containing .97 acres, more or less, and having, according to a plat dated March, 1964 of Property of C. A. Gibson, the following metes and bounds, to-wit:

Beginning at an old iron pin on the eastern side of an unnamed road and running thence N.06-01 E. 340 feet to an old iron pin which iron pin is 58.6 feet S.31-0 E. from Old Spartanburg Road; thence with the line of property now or formerly owned by L. A. Cunningham, S.31-00 E. 167 feet to an iron pin; thence continuing with the Cunningham line, S.53-49 E. 94 feet to an iron pin at or near a large oak; thence continuing with the Conningham line, S.00-18 E. 145 feet to an iron pin; thence continuing with the Cunningham line, S.81-40 W. 188 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagor herein by deed from L. A. Cunningham recorded in the RMC Office for Greenville County in Deed Book 744 at Page 393 on March 16, 1964.

The mailing address of the Mortgagee herein is P. O. Box 3028, Greenville, S. C. 29602.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.

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