

MORTGAGE OF REAL ESTATE Made, Executed, Signed, Sealed, and Delivered by (Attorney at Law, Justice Building, Greenville, S. C.)

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

Dec 28 2:31 PM '71
OLLIE FARNsworth
R.M.C.

MORTGAGE OF REAL ESTATE
WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Giles H. Lewallen

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, Jr., as Trustee under B. M. McGee Will

(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 Five Thousand and No/100-----

Dollars (\$ 5,000.00) due and payable

\$60.00 on the 1st day of each and every month thereafter, commencing February 1, 1972. Payment to be applied first to interest, balance to principal. Balance due five years from date with the privilege to anticipate payment after one year,

with interest thereon from date at the rate of eight (8) per centum per annum, to be paid: monthly.

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 north side of McDowell Street and being known and designated as Lots No. 21 and 22 on a plat of Woodville Heights, Section H, said plat being recorded in the RMC Office for Greenville County in Plat Book "L" at Pages 14 and 15, and having according to said plat, the following metes and bounds, to-wit:

Beginning on the north side of McDowell Street at the joint corner of Lots 20 and 21, thence N.44-12 W. 469 feet along line of Lot 20 to rear corner thereof at branch; thence in a westerly direction with said branch as the line to the rear line of Lot 22, thence along the plat line to the northwest corner of Lot 22, thence S.44-12 E. 437 feet along westerly side of Lot 22 to joint corner thereof on McDowell Street; thence N.60-30 E. 178.6 feet along McDowell Street to the point of beginning.

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 hereinaabove 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.