

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD WAYNE HART and BARBARA K. HART

(hereinafter referred to as Mortgagor) is well and truly indebted unto WINFIELD J. GILLCHREST

(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

TEN THOUSAND AND NO/100----- Dollars (\$10,000.00) due and payable

ON DEMAND

with interest thereon from date at the rate of Nine(9) per centum per annum, to be paid: annually

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, the Mortgagee's heirs, 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, being known and designated as Lot No. 78, as shown on plat of DEVENGER PLACE, SEC I, recorded in plat book 4-X page 79 of the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northeast side of Longstreet Drive, the joint front corner of Lots 78 and 79, and running thence with the joint line of said lots, N. 48-12 E. 150 feet to an iron pin in line of lot 54; thence with line of lots 54 and 55, N. 41-25 W. 90 feet to an iron pin joint rear corner of Lots 77 and 78; thence with the joint line of said lots, S. 47-49 W. 150 feet to an iron pin on the northeast side of Longstreet Drive; thence with the northeast side of said drive, S. 41-25 E. 89 feet to the point of beginning.

This mortgage is junior in rank to that certain mortgage in favor of Family Federal Savings and Loan Association in the original amount of \$41,000.00 dated May 20, 1976 and recorded May 21, 1976 in mortgage volume 1368 at page 158 of the RMC Office for Greenville County, S. C.

This is the same property conveyed to grantors herein by Charles E. Butler by deed dated April 22, 1977 and recorded in the RMC Office for Greenville County, S. C. on April 22, 1977 in deed volume 1055, page 193.

Winfield J. Gillchrest
Rt. 1, White Horse Road
Greenville, SC, 29611

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 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 is 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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