

STATE OF SOUTH CAROLINA,

GREENVILLE CO. S. C.

County of Greenville

FEB 1 3 42 PM 1968

To all Whom These Presents May Concern:

WHEREAS We, Larry D. Upton, Jr. and Joan H. Upton, of Greenville County well and truly indebted to Lloyd W. Gilstrap in the full and just sum of Two Thousand, Five Hundred Thirty-One and 27/100--- (\$2, 531. 27) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: Thirteen and 50/100 (\$13. 50) Dollars on the 15th day of March, 1968 and Thirteen and 50/100 (\$13. 50) Dollars on the 15th day of each and every succeeding month thereafter with payments applied first to interest and then to the principal balance remaining due from month to month,

with interest from date at the rate of five (5%) per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we the said Larry D. Upton, Jr. and Joan H. Upton in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Lloyd W. Gilstrap, his heirs and assigns forever: All that certain piece, parcel or lot of land situate, lying and being in Butler Township, County of Greenville, State of South Carolina, known and designated as Lot 35 on plat of College Heights made by Dalton & Neves, Engineers, recorded in the R. M. C. Office for Greenville County in Plat Book P at Page 75 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Princeton Avenue, joint front corner of Lots 34 and 35 and running thence N. 33-10 W. 150 feet; thence S. 56-50 W. 75 feet to an iron pin; thence S. 33-10 E. 150 feet to an iron pin on Princeton Avenue; thence with Princeton Avenue, N. 56-50 E. 75 feet to the point of beginning; being the same conveyed to us by Clay C. Jones, III and Loretta R. Jones by deed dated January 31, 1968 to be recorded herewith.

It is understood and agreed that this mortgage is junior in lien to that certain note and mortgage executed to C. Douglas Wilson & Co. by Clay C. Jones, III and Loretta R. Jones in the original sum of \$8, 450. 00 recorded in Mortgage Book 952 at Page 39.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Lloyd W. Gilstrap, his Heirs and Assigns forever. And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

18th Jan. 78
350 P 21-31
FOR SATISFACTION BOOK 54 PAGE 535