

MORTGAGE OF REAL ESTATE

1443-552

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RECORDED IN RMC OFFICE  
BOOK 852 PAGE 452

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Giles H. Lewallen

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Terry Laws and O.W. Bannister, Jr.

(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 cents

Dollars (\$10,000.00) due and payable

on demand

with interest thereon from September 8, 1978 rate of 6% per centum per annum, to be paid on demand

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 designated as Lots 21 and 22 in Section H of the property known as Woodville Heights on Plat made by W.J. Riddle, Surveyor, December 1940, and recorded in Plat Book L pages 14 and 15, RMC Office for Greenville County, South Carolina, and more particularly described according to said plat as follows:

BEGINNING on the northside of McDowell Street at joint corner 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 front corner thereof on McDowell Street, thence N. 60-30 E. 178.6 feet along McDowell Street to point of beginning.

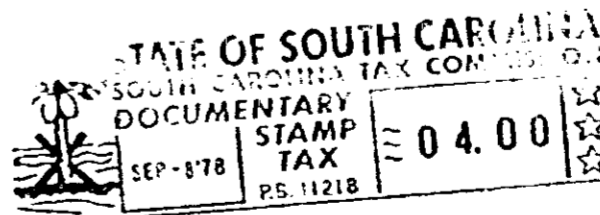
Said lots having been deeded to the Mortgagor by L.C. Greer, Jr., September 6, 1968, recorded in Book 852, page 14 in the RMC Office for Greenville County.

All of 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, designated as the southern part of Lots 48 and 49 as shown on Plat of Junction Heights, which is recorded in the RMC Office for Greenville County in Plat Book C, Page 106, and having the following metes and bounds, to wit:

BEGINNING at a stake at the joint rear corner of Lots 49 and 50 and running thence S. 12 W 130 feet to a stake at joint rear corner of Lots 48 and 47; thence N 37 W. 95 feet to a stake; thence N. 62 39 E. 100 feet to the beginning corner.

This being the same property conveyed to the Mortgagor by Oscar Shelton and Inez Shelton by deed recorded in the RMC Office for Greenville County in Deed Book 852, at page 452 and dated September 16, 1968.

SEP 9 1978 874



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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