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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE! 3 08 PH 191

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS.

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M. BROOKS GALLAGHER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

DOROTHY M. SMITH

(hereinaster 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 FORTY-SEVEN THOUSAND and 00/100-----

in monthly payments of \$483.63 which is amortized over a period of thirty years, with the balance to be paid in full on or before June 4, 1991. The first installment being due and payable on

with interest thereon from date hereof at the rate of twelve per centum per annum, to be paid: as stated above.

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

ALL that piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, and being known and designated as Lot No. 15 on Plat No. 1 of Park Hill, property of Mrs. J. O. Lewis, which plat is recorded in the R.M.C. Office for Greenville County, in Plat Book "F" at Page 136, and having, according to a plat thereof prepared by Millard & Bleckley, Engineers, August, 1926, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southeast corner of the intersection of Conestee Avenue and Elsie Street, and running thence with the East side of Conestee Avenue, S. 27-10 W. 140 feet to an iron pin, corner of Lot No. 36; thence with the line of Lot No. 36, S. 62-50 E. 90 feet to a stake, corner of Lot No. 35; thence with the line of Lot No. 35, N. 27-10 E. 140 feet to an iron pin on the South side of Elsie Street; thence along the South side of Elsie Street, N. 62-50 W. 90 feet to the point of BEGINNING, it being the same real estate conveyed to the Grantor by will of Edwin B. Smith, recorded in the Probate Court of Greenville County in Apt. 911, File 5.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

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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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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