

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JUL 28 PM '82
SOLICITORS

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

WHEREAS, We, James L. Marcus and Betty M. Marcus ,
(hereinafter referred to as Mortgagor) is well and truly indebted unto Levis L. Gilstrap,

(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

FOUR THOUSAND ONE HUNDRED SEVENTY-FIVE AND 55/100 - - - - - Dollars (\$ 4,175.55) due and payable

at the rate of Sixty-Two and No/100 (\$62.00) Dollars per month until paid in full.

with interest thereon from date at the rate of Six 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 westerly side of Druid Street, in the City of Greenville, South Carolina, and being designated as Lots Nos. 5 and 6, Section A, Unit 2, and a part of Lot No. 13, Section H, Unit No. 2, on plat of Stone Estates as recorded in the RMC Office for Greenville County, in Plat Book "G", at Pages 292 and 295, and having according to a more recent survey made by R. W. Dalton, Engineer, dated October 1962, the metes and bounds as shown thereon.

This is the same identical property conveyed to the Mortgagors by deed of the Mortgagee on July 20, 1982, in Deed Book 1170-440.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
JUL 28 1982
\$ 01.68

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

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