Levis Gilstrap 215 Gallivan Street Greenville, S.C. 29609

[۩] (0, **S. C.**

200x1577 PAGE 754

State of South Carolina
County of Pickens
GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern: We, Malcolm N. Finley and Peggy L. Finley

SEND GREETINGS:

THE CONTRACTOR OF THE PARTY OF

whereas, we the said Malcolm N. Finley and Peggy L. Finley in and by Our certain promissory note in writing, of even date with these presents, am (are) well and truly indebted to Levis Gilstrap in the full and just sum of Three Thousand Eight Hundred Forty-five and 03/160's Dollars, (\$3,845.03) payable as provided in note of even date herewith,

monthly until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we , the said Malcolm N. Finley and Peggy L. Finley , in consideration of the said debt and sum of money

aforesaid, and for the better securing the payment thereof to the said Levis Gilstrap

according to the terms of the said note, and also in consideration of the further

sum of Three Dollars, to us , the said Malcolm N. Finley and Peggy L. Finley , in hand and truly paid by the said Levis Gilstrap

at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Levis L. Gilstrap, his heirs and assigns, forever:

"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 eastern side of Summit Drive and being known and designated as Lot One of the Helen M. Powe Property as shown on a plat recorded in the RMC Office for Greenville County in Plat Book "P", at page 65, and also as shown on a more recent plat prepared by Piedmont Engineering Service, dated October 22, 1954, entitled "Property of Samuel A. Boggs, Greenville, South Carolina", and having the metes and bounds as shown thereon.

This is the identical property conveyed to Malcolm N. Finley and Peggy L. Finley by deed of Levis L. Gilstrap dated July 30, 1982, and to be recorded simultaneously herewith in the RMC Office of Greenville County, South Carolina."

ച

AL DES DIENIARY DATES

HOシグ・