

GREENVILLE CO. S. C.

BOOK 1174 PAGE 337

MORTGAGE OF REAL ESTATE—Mans. Foster, Gibson & Hickey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA } OLLIE FARNSWORTH
COUNTY OF GREENVILLE } R. M. C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Johnie Max Culpepper and Geraldine B. Culpepper

(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 -----

Three Thousand Nine Hundred and No/100----- Dollars (\$3,900.00) due and payable

\$75.00 per month, commencing on or before the 15th day of December, 1970, payments to be applied first to interest balance to principal,

with interest thereon from date at the rate of Eight 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, being shown as Lot 57 on plat of Brook Glenn Gardens recorded in the RMC Office for Greenville County in Plat Book JJJ, at Page 85, and described as follows:

Beginning at an iron pin on the northern side of Longmeadow Road at the joint front corner of Lots 57 and 58 and running thence with the line of Lot 58 N. 1-05 E. 165.8 feet to an iron pin at the joint rear corner of Lots 57 and 58; thence S. 88-53 E. 110 feet to an iron pin at the joint rear corner of Lots 56 and 57; thence with the line of Lot 56 S. 1-07 W. 165 feet to an iron pin on Longmeadow Road; thence with Longmeadow Road N. 89-23 W. 110 feet to the point of beginning.

This is a second mortgage.

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.