MORTGAGE OF REAL ESTATE-Office of RECENTIFIED CLAY, Attorney at Law, Greenville, S. C. 809x 1297 PAGE 767 DEC 17 10 34 14 7 FO ALL WHOM THESE PRESENTS MAY CONCERN:

R.M.C. RANKERSLEY STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

I, McLain Hall WHEREAS.

James M. Gilfillin (hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 Forty-five Thousand & no/100---

Dollars (\$45,000.00) due and payable in nine equal annual installments of Five Thousand (\$5,000.00) Dollars each, the first installment to be due one year after date, and the other installments to each be due on the same day of each consecutive year thereafter, with right to anticipate any or all payments at any time without penalty at the rate of Eight with interest thereon from date per centum per annum, to be paid: annually with each principal payment

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 hard 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, in the City of Greenville, and having the following metes and bounds, courses and distances according to a survey made by C. M. Furman, Jr., C. E., October 18, 1930, to-wit:

BEGINNING at a point on the west side of Rutherford Street, which point is 32 feet 9 inches north of the intersection of Buncombe and Rutherford Streets, and running thence with the west side of Rutherford Street N. 1-45 E. 138 feet 3 inches to an iron pin; thence S. 68-20 W. 100 feet to an iron pin on the east side of Buncombe Street; thence with the east side of Buncombe Street, S. 33-45 E. 131 feet 2 inches to a point, which point is 30 feet 7 inches in a northwesterly direction from the intersection of Buncombe and Rutherford Streets; thence with the outside facing of a brick wall, in a southeasterly direction 5.6 feet to an angle; thence continuing with the facing of said brick wall in an easterly direction 9 feet to an angle; thence continuing with said wall in a northeasterly direction 5.6 feet to the west side of Rutherford Street, the point of beginning.

This is a purchase money 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 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 tilercof.