

MORTGAGE OF REAL ESTATE—Offices of MANN & MANN, Attorneys at Law, Greenville, S. C.

FILED  
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

BOOK

984 PAGE 233

JAN 22 8 46 AM 1965

OLLIE T. WORTH  
R.M.C.

WHEREAS, ROY M. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto LLOYD W. 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 Eight Hundred Three and 48/100----- Dollars (\$ 3,803.48 ) due and payable

Due and payable \$25.00 on the 15th day of each and every month hereafter commencing February 15, 1965; payments to be applied first to interest, balance to principal with the privilege to anticipate payment at any time

without penalty with interest thereon from ~~2064~~ at the rate of 4 1/4 per centum per annum, to be paid monthly January 15, 1965

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, near the City of Greenville and being known and designated as lot No. 25 in Block C of a plat of Brookforest which is recorded in the RMC office for Greenville County in Plat Book BB at Page 41, as shown by a survey of R. W. Dalton in March 1956, as follows, to-wit:

BEGINNING at an iron pin on the northeastern side of Woodmont Circle, the front corner being joint with lot No. 26, thence N. 55-42 E. 175 feet to the pin; thence N. 34-18 W. 770 feet to iron pin; thence with lot 24, S. 55-42 W. 175 feet to iron pin on northeast side of Woodmont Circle; thence with Woodmont Circle, S. 34-18 E. 70 feet to pin, at the point of beginning.

The above is the same property conveyed to the mortgagor by the mortgagee. This is a Second Mortgage, being junior in lien to a First Mortgage to C. Douglas Wilson & Co.

Also,

All that tract or lot of land in the state and county afore-said, located on the White Horse Road, near Greenville, S. C. and being more fully described as follows;

Beginning at an I.P. on R/W of White Horse Road and running thence, with said road N3-15W-244.2' to a Nail and cap in the center of Piney road; thence with said road S75-30W--427' to an I.P.; thence, S3-15E-244.2' to an I.P.; thence, N75-30E--427' to the beginning corner and containing 2.41 acres more or less.

The above is the same property conveyed to the mortgagor by deed recorded in Deed Book 437, Page 469.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

RECORDED AND CANCELLED OF RECORD

1st DAY OF Feb 19 80

10:01

GREENVILLE COUNTY, S. C.

236 72

FOR INFORMATION OF THE MORTGAGEE

DATE OF RECORD 69 PAGE 1407