

GREENVILLE

SEP 29 11:28 AM '70

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Emmett W. Davis, and Myra A. Davis,

(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
Two Thousand Nine Hundred and No/100 ----- Dollars (\$ 2900.00) due and payable

at the rate of \$58.81 per month beginning September 15, 1970 at the interest rate of eight per cent until paid in full.

with interest thereon from date at the rate of eight per centum per annum, to be paid: annually

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, just North of the Town of Simpsonville and being Lot No. 14 in a subdivision known as Roland Heights according to a survey made by W. J. Riddle in July, 1950 and being more fully described as follows:

BEGINNING at an iron pin on Todd Circle at joint corner of Lots No. 13 and 14 and running along joint line of lots 13 and 14 175 feet S. 35-09 E. to an iron pin; thence running along joint line of lots 14 and 23 80 feet N. 52-16 E. to an iron pin; thence 175 feet N. 35-09 W. to an iron pin on Todd Circle; thence 80 feet S. 52-16 W. to the beginning point.

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.