

2006 1532 300

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

RECORDED
OCT 25 AM '80
M.C. SLEY

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

WHEREAS, I, Thomas N. Caldwell,

(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 One Hundred Three and 04/100 - - - - - Dollars (\$ 3103.04) due and payable at the rate of Fifty and No/100 (\$50.00) Dollars per month beginning May 10, 1980, and a like amount each month thereafter until paid in full.

with interest thereon from Date at the rate of Twelve 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, on the Northern side of Wood Circle, being shown and designated as Lot No. 2 on Plat entitled Wood Circle, prepared by R. B. Bruce, recorded in the RMC Office for Greenville County in Plat Book "FFF", at Page 5, and having according to a more recent survey prepared by Campbell & Clarkson, dated June 13, 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Wood Circle at the joint front corner of Lots No. 2 and 3 and running thence with the common line of said lots N. 5-47 E. 175 feet to an iron pin; thence S. 84-13 E. 88.3 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 2; thence with the common line of Lots Nos. 1 and 2, S. 5-47 W. 175 feet to an iron pin on the Northern side of Wood Circle; thence with Wood Circle N. 84-13 W. 88.3 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Levis L. Gilstrap, dated June 30, 1977.

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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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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