

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Benjamin B. & Evon C. Burgess

WHEREAS, We, Benjamin B. & Evon C. Burgess

(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

Eleven Hundred Thirty One & 89/100-----Dollars (\$ 1131.89) due and payable

monthly in equal payments of \$10.00 per month, commencing on the Fifteenth Day of January, 1962 and a like amount on the Fifteenth Day of each month thereafter until paid in full, with the right to anticipate at any time prior to maturity.

with interest thereon from date at the rate of 6% 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, State of South Carolina, being known and designated as an unnumbered lot at the southwestern corner of the intersection of Bailey Street and an alley (sometimes known as Ansel Street) as shown on a plat entitled, "property of Leslie & Shaw, Inc.", prepared by C. C. Jones and Associates, dated February 29, 1957, revised July, 1958 recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book NN, at page 2, and having according to said plat the following metes and bounds,:

BEGINNING at an iron pin at the Southwestern corner of the intersection of Bailey Street and an alley (sometimes known as Ansel Street) and, running thence with the Southern Side of said alley (sometimes known as Ansel Street) N. 85-34 W. 152 feet to an iron pin at the joint corner of the lot herein described and lot no. 16; thence with the line of lot no. 16, S. 13-55 W. 35.5 feet to an iron pin; thence with the line of an unnumbered lot S. 76-05 E. 150 feet to an iron pin on the Western side of Bailey Street; thence with the Western side of Bailey Street N. 13-55 E. 60.4 feet to the point of beginning.

This is the same property conveyed to the Grantor herein by Lesley & Shaw Inc. Co. by deed dated August 13, 1959, and recorded in the R. M. C. Office for Greenville County in Deed Book R, at page 294.

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.