

FILED  
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

NOV 8 9 58 AM 1955 MORTGAGE OF REAL ESTATE

BOOK 1013 PAGE 123

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELLIOTT B. WORTH  
R. 400.

WHEREAS, We James H. Smith and Marion C. Smith

(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 Seven Hundred and Seventy Nine

Dollars (\$ 3,779.00 ) due and payable

\$25.00 a month from May the first to Oct. the first, then \$100.00

a month from Nov. the first to May the first.

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, being shown and designated as Lot

12 on plat of property of Wade Hampton Gardens recorded in Plat Book IM at page 199 and described as follows:

BEGINNING at an iron pin on the eastern side of Flamingo Drive at the corner of Lot 11 and running thence with the line of said lot, S. 71-03 E. 165 feet to an iron pin; thence with the rear lines of Lots 23 and 22, N. 81-57 E. 100 feet to an iron pin in line of Lot 13; thence with the line of said lot, N. 71-03 W. 165 feet to an iron pin on Flamingo Drive; thence with said Drive, S. 17-57 W. 100 feet to the point of beginning.

This being a portion of the property conveyed to the grantors herein by deed recorded in Deed Book 751 at page 343.

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.

*Handwritten notes:*  
#10600  
11-8-55  
at 1000.00  
James H. Smith  
Marion C. Smith

*Faint printed text at bottom right:*  
RECORDED  
INDEXED  
NOV 10 1955  
GREENVILLE CO. S. C.