

GREENVILLE CO. S. C.

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

JUL 21 4 21 PM 1966

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, we, I. Jack Prather and Lucille B. Prather,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Levis L. Gilstrap, his heirs and assigns forever:

(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

Sixteen Hundred Fifty and No/100----- Dollars (\$ 1650.00) due and payable

Due and payable \$60.00 on the 15th day of each and every month hereafter commencing August 15, 1966; payments to be applied first to interest, balance to principal with the privilege to anticipate payment at any time.

with interest thereon from date at the rate of seven 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

All that piece, parcel or lot of land situate, lying and being in the Town of Mauldin, County of Greenville, State of South Carolina, on the southern side of Pinehurst Drive and being known and designated as Lot No. 47 on plat of Pine Valley Estates recorded in the R. M. C. Office for Greenville County in Plat Book "MM", at Page 138, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Pinehurst Drive at the joint front corner of Lots Nos. 47 and 48 and running thence along the joint line of said lots S. 28-0 E. 160 feet to an iron pin; thence S. 62-0 W. 90 feet to an iron pin; thence along the joint line of Lots Nos. 46 and 47 N. 28-0 W. 160 feet to an iron pin; thence along the southern side of Pinehurst Drive N. 62-0 E. 90 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by the mortgagee by his deed to be recorded.

This is a second mortgage being junior in lien to a first mortgage given by the mortgagors to First Federal Savings and Loan Association in the amount of \$16,000.00

Together with all and singular rights, members, hereditaments, 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.

Satisfied and cancelled this 9th day of Sept. 1970.

Levis L. Gilstrap
Witness John P. Mann

SATISFIED AND CANCELLED OF RECORD
10 DAY OF *Sept* 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:09 O'CLOCK A. M. NO. 5950