

STATE OF SOUTH CAROLINA

Nov 26 10 53 AM '69

MORTGAGE OF REAL ESTATE

COUNTY OF

OLLIE FARNSWORTH  
R. H. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, C. R. Earnhardt, Jr. and Kay T. Earnhardt

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lewis 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 Four Hundred Dollars and no/100----- Dollars (\$) 2,400.00 ) due and payable  
At the rate of \$48.67 per month at the eight (8) % interest rate beginning  
November 15, 1969 until paid in full.

with interest thereon from date at the rate of 8 1/2 % 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 known and designated as Lot No. 67 Forest Park Subdivision and recorded in the R. H. C. for Greenville County in Plat Book EE, Page 64 and 65 and having such notes and bounds as shown thereon.

beginning on the south side of Forest Park Drive at the corner of Lot No. 63 and running thence along said Forest Park Drive N. 48-30 E. 90 feet to the corner of Lot No. 66; thence with the joint line of said Lot No. 66 S. 41-30 E. 161.7 feet to an iron pin, back joint corner with said Lot No. 66; thence S. 21-51 W. 100.7 feet to the back joint corner with Lot No. 68; thence with the joint line of said Lot No. 68 N. 41-30 W. 206.8 feet to the point of beginning and bounded by Forest Park Drive Lots Nos. 66 and 68 and others.

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.