

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Mortgage of Real Estate No. 70, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH
R. H. C.

MORTGAGE OF REAL ESTATE

BOOK 1161 PAGE 495

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Daniel D. Barker and Sandy D. Barker •

(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 -----

One Thousand and No/100----- Dollars (\$ 1,000.00) due and payable

\$10.00 per month, commencing August 1, 1970; 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 eight 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 those pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, in Austin Township on the southeastern side of Balcome Boulevard and being known and designated as Lot No. 33 and a 20-foot strip off of the northeastern side of Lot No. 34 on plat of "Lakewood" prepared by Webb Surveying and Mapping Company dated November, 1964, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Balcome Boulevard at the joint front corner of Lots 32 and 33 and running thence along the joint line of said lots S. 36-06 E. 200 feet to an iron pin; thence S. 53-54 W. 101.8 feet to an iron pin; thence S. 54-54 W. 20 feet to a point; thence through Lot No. 34 N. 35-06 W. 200 feet, more or less, to a point on the southeastern side of Balcome Boulevard; thence along said Boulevard N. 54-54 E. 20 feet to an iron pin at the joint front corner of Lots 33 and 34; thence continuing along said Boulevard N. 53-54 E. 100 feet to the point of beginning.

The above property is also known and designated as Lot No. 33 on plat of property of W. J. Greer dated June 26, 1970, and recorded in the R. M. C. Office for Greenville County in Plat Book 4-E, at Page 91.

This is a second mortgage, being junior in lien to the mortgage to First Federal Savings and Loan Association dated July 7, 1970, in the original amount of \$19,000.00.

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 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.