

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, Harold J. Brown and June Turner Brown

(hereinafter referred to as Mortgagor) is well and truly indebted unto Winfield J. Gillchrest and Charlotte P. Gillchrest

(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

Twenty thousand and 00/100-----Dollars (\$ 20,000.00 due and payable as set forth in promissory note dated January 26, 1978

with interest thereon from n/a at the rate of 0 per centum per annum, to be paid.

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, the Mortgagee's heirs, 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, on the northern side of Cedar Lane Road and being more particularly described on the unrecorded plat of property of Victoria and Robert Duncan prepared by J. L. Hill, LS, on October 6, 1961; and according to said plat having the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Cedar Lane Road 49.4 feet from the intersection of Elli Street and running thence with the northern boundary of said road S. 79-39 E. 61.5 feet to an iron pin; thence running N. 9-33 E. 195.3 feet to an iron pin; thence running N. 79-50 W. 61.5 feet to an iron pin on the common boundary of the property in question and a lot designated as Ballew lot; thence running N. 79-39 W. 71.4 feet to an iron pin on the easterly side of Elli Street; thence running with the eastern boundary of said Elli Street S. 3-10 W. 59.6 feet to an iron pin; thence continuing with the eastern boundary of said Elli Street S. 3-10 W. 43.7 feet to an iron pin; thence S. 79-39 E. 59.6 feet to an iron pin; thence running S. 9-33 W. 92.7 feet to an iron pin on the northern boundary of Cedar Lane Road, the point of beginning.

This is the same property conveyed to mortgagors by Charlotte P. Gillchrest and Winfield J. Gillchrest by deed of even date herewith, to be recorded.

This mortgage is junior in lien to that mortgage held by First Federal Savings and Loan Association in the original amount of \$33,650.00 recorded September 10, 1976 in mortgage volume 1377 at page 551 in the RMC Office for Greenville County, S. C.

250
Winfield J. Gillchrest
Charlotte P. Gillchrest
Route 1, White Horse Road
Greenville, SC 29611

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 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.

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