

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

1429 941

APR 25 3 37 PM '78
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JANICE F. GILMORE

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES B. PRESSLY

(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

Thirteen Thousand Eight Hundred and No/100-----

Dollars (\$ 13,800.00) due and payable

in three (3) equal annual installments, first installment being due one year from April 14, 1978,

with interest thereon from date at the rate of nine per centum per annum, to be paid: annually

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 4.41 acres on a plat of property of Mrs. Janis F. Gilmore, prepared by Freeland & Associates, dated April 13, 1978, and being recorded in the R.M.C. Office for Greenville County in Plat Book 6-0, Page 62, said property lying on the southern side of Devenger Road and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Devenger Road, 2650 feet, more or less from Hammett Bridge Road and running thence along the center line of a county road S. 3-50 W., 682.9 feet to an iron pin; thence running along the rear of the property N. 86-10 W., 393.75 feet to an iron pin; thence running N. 3-50 E., 448.6 feet to a nail and cap in the center of Devenger Road; thence along the center line of Devenger Road N. 70-20 E., 100.32 feet to a nail and cap in the center of Devenger Road; thence continuing along the center of Devenger Road N. 63-58 E., 116.3 feet to a nail and cap in the center of Devenger Road; thence continuing along the center of Devenger Road N. 59-40 E., 242.8 feet to a nail and cap, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of James B. Pressly, recorded in the R.M.C. Office for Greenville County on April 25, 1978, in Deed Book 1077, Page 751.

THIS IS A PURCHASE MONEY MORTGAGE.

GCTC --- 1 APR 25 78 1271

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.

4328 RV-2