STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS, Walker & Walker Investment Company, P. O. Box 848, Greenville, S. C. 29602

(hereinafter referred to as Mortgagor) is well and truly indebted unto Julia Loretta Gilstrap McGovern,

(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

NINETEEN THOUSAND FIVE HUNDRED FIVE AND 14/100 - - - - Dollars (\$19,505.14) due and payable

within five (5) years at ten and one-half percent interest to be computed and paid monthly at the rate of One Hundred Seventy and 67/100 (\$170.67) Dollars per month beginning November 1, 1979 and a like amount each month thereafter until paid in full. with interest thereon from date at the rate of  $10\frac{1}{2}$  per centum per annum, to be paid: monthly

The right is granted to pay in full at anytime without penalty.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

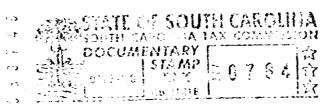
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, on the Northwestern side of Ashford Avenue in the City of Greenville, and being shown and designated as Lot No. 99 on a plat entitled "Vista Hills" dated May 1946 by Dalton & Neves and recorded in the RMC Office for Greenville County in Plat Book P, at Page 149, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northwestern side of Ashford Avenue at the joint front corner of Lot No. 98 and running thence with the joint line of said lot N. 60-23 W. 170.7 feet to a point in the center of a 15 foot alley as shown on the above referred to plat; thence with the center of said 15 foot alley S. 22-03 W. 40 feet to a point; thence continuing with the center of said 15 foot alley S. 18-32 W. 65 feet to a point; thence crossing said 15 foot alley and along the joint line of Lot No. 100 S. 70-28 E. 165.6 feet to a point on the Northwestern side of Ashford Avenue; thence with the Northwestern side of Ashford Avenue N. 19-32 E. 42.3 feet to a point; thence N. 24-04 W. 32.7 feet to the point of beginning.

The above described lot includes one-half of a 15 foot alley, as shown on the above described plat, at the rear of said lot. It is distinctly understood and agreed that the rear seven and one-half  $(7\frac{1}{2})$  feet of the above described lot, which comprises a portion of this 15 foot alley, is to remain open and be used as a public alley.

Property is subject to all restrictions, set back lines, roadways, easements, and rights-of-way, if any.

This is the same identical property conveyed to the Mortgagors by deed of Julia Loretta Gilstrap (McGovern), dated October 1, 1979.



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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

1328 RV.2

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