#358 1488 #46817

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CO. S. C. S. PH '79

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

BRUCE L. BARKER AND MARY L. BARKER

(hereinafter referred to as Moregagor) is well and truly indebted unto LEVIS A. GILSTRAP

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagot's promissory note of even date herevith, the terms of which are incorporated herein by reference, in the sum of Three Thousand Four Rundred Seven and 30/100-----

in thirty-five equal monthly installments of One Hundred Twenty and 20/100 (\$120.20) Dollars and the thirty-sixth payment being in the amount of One Hundred Twenty and 14/100 (\$120.14) Dollars, with first payment being due November 16, 1979, and each monthly payment thereafter being due on the 16th of each month.

with interest thereon from

at the rate of nine

per centum per aanum, to be puid: 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 Mortgagor 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, largained, 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 bereafter constructed thereon, situate, hing and being in the State of South Carolina, County of Greenville, being known and designated as a portion of Lot 2 on plat entitled Property of Lewis A. Stewart, prepared by Campbell and Clarkson, dated August 12, 1966; and being better known as Lot No. 2 on Revision plat prepared by Campbell and Clarkson, Surveyors, dated August 16, 1971, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Stokes Road 152 feet from the Stokes Road and Garrison Road intersection at a point being known as the joint front corner of Lots 2 and 4 and running S. 81-45 W., 130 feet to an iron pin; thence running S. 27-11 W., 224.2 feet to an iron pin at the connection point of Lots 2 and 3 and running thence along the property line of said Lots S. 80-49 E., 150 feet to the joint rear corner of Lots 2 and 4 and thence running along the property line of said lots N. 18-56 E., 255.9 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Michael A. Tucker and Jackie D. Tucker recorded in the R.M.C. Office for Greenville County on November 17, 1979, in Deed Book 1116, Page 31.

This mortgage is junior in lien to that certain mortgage executed in favor of First Federal Savings & Loan Association on November 16, 1979, in original amount of \$24,858.43 recorded in the R.M.C. Office for Greenville County on November , 1979, in Real Estate Mortgage Book/YSS, Page 2/3.

CTC --- ~ 76

Ď

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reats, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or bereafter 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 serized of the premises heremahove described in fee simple absolute, that it has good right and is leavishly anthorized to sell, convey or encumber the same, and that the premises are free and clear of all hors and encumbrances except provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all prisons whomspever lawfully claiming the same or any part thereof.

328 RV.2

 $\infty$ (