

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE FILED
APR 15 3 57 PM '81
DONNIE S. TANKERSLEY
R.N.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, M. BROOKS GALLAGHER and CAROL N. YOUNG

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES E. GILREATH, JR.
#16 W. Hillcrest Drive
Greenville, S.C. 29609

(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 NO/100-----

Dollars (\$20,000.00) due and payable

in sixty (60) consecutive monthly installments in the amount of \$205.73 each month, with the first payment being due on the 1st day of May, 1981; at the end of the fifth year, the balance of note and mortgage is due and payable in full.

with interest thereon from _____ date at the rate of 12% 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

GREENVILLE, State of South Carolina, on the North side of Buist Avenue, in the City of Greenville, being the Western one-half of Lot No. 13 as shown on Plat of Oakland Heights, made by W.D. Neves, recorded in Plat Book E at page 105, and described as follows:

BEGINNING at a stake on the North side of Buist Avenue, 300 feet from Rutherford Street, at corner of Lot No. 12; and running thence with line of said lot, N. 30-00 E. 189.5 feet to a stake at the corner of Lot No. 4; thence with line of said lot S. 65-30 E. 50 feet to a stake; thence S. 30-00 W. 189.5 feet to a stake on Buist Avenue; thence with the Northern side of Buist Avenue, N. 65-30 W. 50 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Charles E. Gilreath, Jr. of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DEED RECORDS
STAMP
\$ 20,000.00

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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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