

MORTGAGE OF REAL ESTATE - GREENVILLE, S.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

2 47 PM '82

MORTGAGE OF REAL ESTATE

BOOK 1561 PAGE 159

ANNERSLEY  
M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Danny L. Howard

(hereinafter referred to as Mortgagor) is well and truly indebted unto Thomas M. Gilstrap

(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

**FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00 Dollars (\$45,000.00 ) due and payable in the following manner: The sum of \$25,000.00 to be due and payable on or before FOUR YEARS from date, to wit: JANUARY 5, 1986, and the balance of \$20,000.00 to be due and payable on or before four years from January 5, 1986, to wit: January 5, 1990, with INTEREST TO BE PAYABLE MONTHLY, commencing Feb. 5, 1982 and to continue until the entire principal is paid in full \*\*\* with interest thereon from date at the rate of TEN (10%) 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, being known and designated as LOTS Nos. 10 and 11 as shown on plat of Fallis Annex, Section 1, made by William D. Neves, Engr. March 1913 and recorded in Plat Book C, page 101, RMC Office for Greenville County and having, according to a more recent plat made by Webb Surveying and Mapping Company dated November 1979 of the property of Thomas M. Gilstrap, the following courses and distances, to wit:

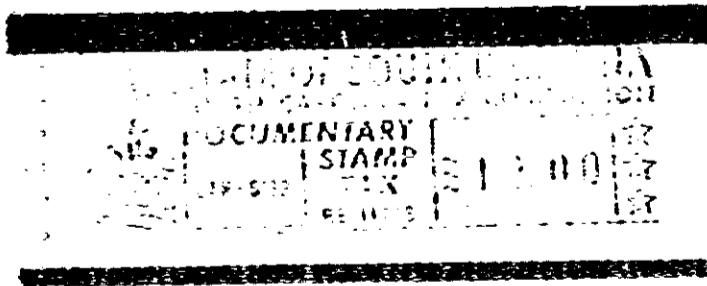
BEGINNING at an iron pin on White Horse Road and running thence S. 22-42 E. 120.94 feet to an iron pin; running thence S. 1-42 W. 5.68 feet to a spike at White Circle; running thence S. 64-30 W. 168.43 feet to iron pin; running thence N. 24-25 W. 126 feet to iron pin; running thence N. 64-30 E. 174.55 feet to an iron pin on White Horse Road, the point of beginning.

This being a portion of the property conveyed to Danny L. Howard by Thomas M. Gilstrap by deed dated January 5, 1982 and recorded simultaneously with this mortgage.

\*\*\*It is understood and agreed that the Mortgagor above named shall have the right to anticipate the full amount or any part thereof at any time.

Mortgagee Address:

6113 White Horse Rd.  
Greenville, SC 29611



400 0 15801801

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 such 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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