JAMES W. FAYSSOUX, LAW OFFICES OF BRESEY, ENTHERN, PAY BSGBXXBMFFFXXBARBAREX KAKAGREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 'STO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

F. Harold Gillespie

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

 $50_{\mathrm{A}3}$ 

Two Hundred Fifty Thousand and No/100-----Dollars (\$250,000.00) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from

at the rate of

per centum per annum, to be paid:

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, the Mortgagee's heirs, 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, containing 2 acres, more or less, on Old Spartanburg Road, as shown on plat prepared by Freeland & Associates, dated August 25, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Old Spartanburg Road and running thence with property now or formerly of Luther Gaines, N. 42-26 W. 148.9 feet to an iron pin; thence N. 15-03 W. 193.3 feet to an old iron pin; thence turning and running with property now or formerly of Bessie & Dillard James, N. 72-20 E. 149.3 feet to an old iron pin; thence N. 33-34 E. 122.4 feet to an iron pin; thence turning and running with property belonging to Thomas E. and Linda C. Bradley, S. 57-00 E. 143.1 feet to an iron pin; thence N. 34-19 E. 15.3 feet to an iron pin; thence S. 55-22 E. 66.5 feet to an iron pin on Old Spartanburg Road; thence with said Road, S. 34-21 W. 224.4 feet to an iron pin; thence continuing with said Road, S. 36-42 W. 194.2 feet to an iron pin, the point of beginning.

This being the same property acquired by deed of H. L. Butler recorded on October 7, 1981 in the RMC Office for Greenville County in Deed Book 1156 at Page 437 and by deed of H. L. Butler to be recorded herewith.

This is a third mortgage.

MORTGAGEE'S MAILING ADDRESS:

E. North St. Dreennlle, S.C. 29601

Together with all and singular rights, members, hereditaments, and apportenances 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 is is lawfully seized of the premises hereinabove described in see 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. THE RESERVE OF THE PARTY

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