

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

133 28

BOOK 61 PAGE 290

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD WAYNE HART and BARBARA K. HART

(hereinafter referred to as Mortgagor) is well and truly indebted unto WINFIELD J. GILLCHREST

(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

TEN THOUSAND AND NO/100----- Dollars (\$10,000.00) due and payable

This mortgage is junior in rank to that certain mortgage in favor of Family Federal Savings and Loan Association in the original amount of \$41,000.00 dated May 20, 1976 and recorded May 21, 1976 in mortgage volume 1368 at page 158 of the RMC Office for Greenville County, S. C.

1.0001

This is the same property conveyed to grantors herein by Charles E. Butler by deed dated April 22, 1977 and recorded in the RMC Office for Greenville County, S. C. on April 22, 1977 in deed volume 1055, page 193.

FILED
GREENVILLE CO. S. C.
SEP 25 4 55 PM '78
DONNIE S. TANKERSLEY
R.M.C.

*Pd in full this
22nd day of Sept 1978*
Winfield J. Gillchrest
Donnie Tankersley

*Leads created
from index
9/13/78*

SEP 25 1978

Winfield J. Gillchrest
Rt. 1, White Horse Road
Greenville, SC, 29611

GCTO -----3 SE25 78 128

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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