STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, We, Ernest C. Cochran and Edith A. Cochran,

(hereinaster referred to as Mortgagor) is well and truly indebted unto Levis L. 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

TWO THOUSAND TWENTY AND NO/100 - - - - - - - Dollars (\$ 2020.00

) due and payable

at the rate of Forty-Three and No/100 (\$43.00) Dollars per month beginning January 1, 1975 and a like amount each month thereafter until paid in full.

with interest thereon from date

at the rate of eight

per centum per annum, to be paid:

monthly

WHEREAS, the Mortgagor may hiereafter 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 Mortgagoe 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, bargained, 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 hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, on the Northeastern side of Washington Avenue and being known and designated as a portion of Lot 9 of Highland Sub—division as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book "K", at Pages 50 and 51, and being shown and designated as Portion B of Lot 9 on Plat prepared for Levis L. Gilstrap by Freeland-Jones & Associates, Engineers, dated January 24, 1974, and having, according to the last mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Washington Avenue and running N. 55-45 E. 175.3 feet to an iron pin and thence running S. 1-30 E. 38.0 feet to an iron pin; thence running S. 51-35 W. 143.0 feet to an iron pin on the Northeastern side of Washington Avenue and thence running along said Avenue N. 61-06 W. 51.6 feet to the point of beginning.



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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

1328 RV-2

5

Öσ

**M**