MORTGAGE OF REAL ESTATE Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C. FILED S. C.

BOOK 1521 HAGE 101

STATE OF SOUTH CAROLINA F CO. S. C. COUNTY OF GREENVILLE UP AH '80 DONNIE S. TANKERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, PRESTON S. MARCHANT WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. M. Gilfillin

(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

one year from date hereof

per centum per annum, to be paid at maturity 11% with interest thereon from date at the rate of

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:

Northwest side of Crosby Circle and being shown as a portion of Lots 23, 24, 25, 26, 27, 28 and 29 as shown on plat entitled "Paramount Park", prepared by Piedmont Engineering Service in July, 1949 which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book W at Page 47 and having the following metes and bounds:

BEGINNING at a point on the Southeast side of S. C. Highway No. 291, joint front corner of property now or formerly of Leslie; thence with the Southeast side of right-of-way N. 46-41 E. 425 feet to an iron pin; thence through Lot 29, S. 43-15 E. 126.2 feet to an iron pin; thence with feet to an iron pin; thence with the rear lines of Lots 40, 41, 42, 43, 44, 45, 46, S. 46-45 W. the line of property now or formerly of Leslie through Lot 23, N. 43-15 W. 125 feet to point of beginning.

Being part of the property conveyed to the Mortgagor by deed of Frank P. McGowan, Jr., Master, dated April 5, 1971 and recorded in Deed Book 912 at Page 235, RMC Office for Greenville County,

It is understood and agreed that this mortgage is subordinate to two prior mortgages covering the above premises and constitutes a third lien on the same.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

14.19

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 Tawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided  $\dot{\odot}$ 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.