MARENVILLE

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THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FA ME WORTH

To All Whom These Presents May Concern:

CHARLES L. BROWNING and CATHERINE G. BROWNING

SEND GREETING:

Whereas, we , the said CHARLES L. BROWNING and CATHERINE G. BROWNING in and by our certain Promissory note in writing, of even date with these Presents, are well and truly indebted to LEVIS L. GILSTRAP

in the full and just sum of

, to be paid as set forth in said Note

, with interest thereon from

date

at the rate of 6 per centum per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that we , the said CHARLES L. BROWNING and CATHERINE G. BROWNING

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

LEVIS L. GILSTRAP

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said CHARLES L. BROWNING and BROWNING CATHERINE G./ , in hand well and truly paid by the said LEVIS L. GILSTRAP

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

LEVIS L. GILSTRAP, his heirs and assigns:

All that certain piece, parcel or lot of land situate, lying and being in Chick Springs Township, Greenville County, South Carolina, designated as Lot #3 on a plat of Pine Brook recorded in the R.M.C. Office for Greenville County in Plat Book "Z" at pages 148-149 and having, according thereto, the following metes and bounds, to-wit:

BEGINNING at an iron pinat the Northwest corner of the intersection of Edwards Road and Elaine Avenue, and running thence along Edwards Road, S. 27-05 W. 90 feet to an iron pin at the corner of Lot #2; thence along the line of Lot #2, N. 45-50 W. 144 feet to an iron pin; thence along the line of Lot #7, N. 44-45 E. 71 feet to an iron pin on Elaine Avenue; thence along Elaine Avenue, S. 52-53 E. 118.2 feet to an iron pin at the point of beginning.

It is understood that this Mortgage is junior to that certain Mortgage executed this date in favor of The Prudential Insurance Company of America in the amount of \$11,000.00 to be recorded herewith.

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Willian A. B.