GREENVILLE CO.S.C.

BOOK 1382 PAGE 831

STATE OF SOUTH CAROLINA

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BILLY F. GILLIARD and SHAREN A. GILLIARD WHEREAS.

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(hereinafter referred to as Mortgagor) is well and truly indebted un to

Southern Bank & Trust Company, East North Street, Greenville, South Carolina

(hereinefter 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

Five Thousand Four Hundred Eleven and 40/100 Dollars (\$ 5,411.40) due and psyable

in sixty (60) equal monthly installments beginning December 22, 1976 and continuing on the 22nd of each and every month thereafter, each payment being in the amount of Ninety and 19/100 (\$90.19) Dollars (monthly).

add-on

with Interest thereon from date at the rate of Seven (78)per centum per annum, to be paid:

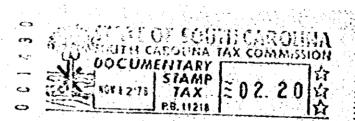
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, its successors and as-

"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 Donaldson Street, in Greenville County, South Carolina, being shown as Lot No. 59 on a plat of subdivision for Victor-Monaghan Mills, Section 3, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book S at Page 181 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Donaldson Street at the corner of Lot 58 and running thence N. 10-41 E. 98.3 feet to an iron pin on a 15-foot alley; thence with said alley, S. 79-26 E. 75 feet to an iron pin at the corner of Lot No. 60; thence with Lot No. 60, S. 10-41 W. 98.5 feet to an iron pin on Donaldson Street, thence with the northeastern side of Donaldson Street, N. 79-30 W. 75 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Norman Ray Guible dated November 11, 1976 and recorded in the R. M. C. Office for Greenville County in Deed Book 1046 at Page 71.



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 thereform, 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.

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 hereinzbore 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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