

MORTGAGEES ADDRESS: GREENVILLE, S.C. Box 485, Williamston, S.C. 29697

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1447 PAGE 905

BOOK 72 PAGE 1408

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HORACE D. GILLIAM

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAPITAL BANK & TRUST COMPANY

(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

FORTY FIVE THOUSAND AND NO/100ths

Dollars (\$45,000.00) due and payable

THIS mortgage is junior in lien to separate mortgages held by Southern Bank and Trust Company in the original amounts of \$75,000.00 and \$35,000.00 respectively, having current balances of \$8,691.71 and \$6,535.47 respectively, recorded in Mortgage Book 1134 at page 481 and in Mortgage Book 1150 at page 159 in the RMC Office for Greenville County.

FILED GREENVILLE, S.C.

DEC 12 3 40 PM '80

CONNOR TANNERSLEY R.M.C.

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BROWN, BYRD, BLAKELY, LEIDY, MASSEY & LEAPHART, PARTNERS CAPITAL BANK AND TRUST SAID AND SATISFIED IN FULL

Witness James B. M. [Signature]

James B. M. [Signature]

GCTO -----2 CC24 73 879
GCTO -----2 CC24 78 880

Together with all and singular rights, members, hereditaments, 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.

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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