MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE 329 PH 177

MORTGAGE OF REAL ESTATE

300x 1400 1425 989

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Siebelt B. Gerdes and Thelma B. Gerdes

(hereinafter referred to as Mortgagor) is well and truly indebted unto Margaret H. Whelan

on or before six months from date with no interest

with interest thereon from Baturity

at the rate of eight

per centum per annum, to be paid: on demand.

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 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, bying and being in the State of South Carolina, Commy of Greenville, in Bates Township at Travelers Rest, South Carolina, on the northeastern side of Hill Top Drive and being known and designated as Lot No. 34 and a portion of Lot 33 on a plat of Ray E. McAlister Property recorded in the RMC Office for Greenville County in Plat Book S at Page 153, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of Hill Top Drive at the corner of Lot 35 and running thence N.44-12 E. 200 feet to an iron pin; thence S.45-48 E. 110 feet to an iron pin; thence through Lot 33, S.42-34 W. 200 feet, more or less, to an iron pin on the northeastern side of Hill Top Drive; thence with said Drive, N.45-48 W. 116 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagors herein by deed from Margaret H. Whelan recorded in the RMC Office for Greenville County on June 14, 1977.

The mailing address of the Mortgagee herein is 109 Henderson Street, Pickens, S. C. 29671.

This is a second mortgage subject to that certain first mortgage lien with Fidelity Federal Savings and Loan Association in the original amount of \$21,600.00 and recorded in the RMC Office for Greenville County on June 14, 1977.

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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 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 heireinabove 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.

(CONTINUED ON NEXT PAGE)

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