

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

MAR 3 20 1978

MORTGAGE OF REAL ESTATE

1428 194

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, JOE S. TUCKER AND BETTY W. TUCKER

(hereinafter referred to as Mortgagor) is well and truly indebted unto PAUL E. GAULT AND SAM L. GAULT

(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

in One Hundred and Twenty (120) equal monthly installments of One Hundred Twenty-One and 33/100 (\$121.33) Dollars per month beginning March 1, 1978 with each payment to consist of principal and interest computed at eight (8%) percent per annum.

with interest thereon from date at the rate of 8% per centum per annum, to be paid monthly

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:

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, near Fountain Inn and shown on plat of property of Joe S. and Betty W. Tucker prepared by J. L. Montgomery, III, R.L.S. in January 1978, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 6-C, Page 18 and which plat shows 5.99 acres and the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western edge of S.C. Road 23-543 at the joint corner of the within described property and proeprty now or formerly owned by Shell running thence N. 79-10 W. 186.95 feet to an old iron pin; thence turning and running S. 4-13 W. 443.55 feet to an old iron pin; thence turning and running along the boundaries of other property of Shell N. 83-41 W. 720.0 feet to an old iron pin; thence turning and running N. 29-20 E. 327.8 feet to an old iron pin; thence turning and running N. 78-05 E. 610.16 feet to an iron pin; thence S. 79-10 E. 177.39 feet to an iron pin on the western edge of S.C. Road 23-543; thence along the edge of said road S. 00-2 E. 51.0 feet to the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of Paul E. Gault and Sam L. Gault to be recorded in the R.M.C. Office for Greenville County of even date herewith.

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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.

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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