MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

we, Anthon A. Gilbert and Ruby E. Gilbert WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan, Inc. of Greenville, S.C.

(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

Nine hundred twelve and no/100----- Dollars (\$ 912.00

) due and payable

in Twenty-Four (24) monthly installments of Thirty-Eight (\$38.00) each commencing on the 25th day of August, 1974 and due and payable on the 25th day of each month thereafter

with interest thereon from 7-23-74

at the rate of

per centum per annum, to be paid: annually

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 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,

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina near the City of Greenville, and being known and designated as Lot No. 20, of the Property of Central Realty Corporation according to plat of record in the RMC office for Greenville County in Plat Book "EEE" at page 108 and havingthe following metes and bounds, to wit;

BEGINNING at a point on the northeastern side of Penarth Drive at the joint front corner of Lots No. 19 and No. 20 and running thence with the Northeastern side of Penarth Drive N. 29-56W., 95 feet to a point at the joint rear corner of Lots No. 9, 10 and 20, thence S. 29-56E., 95 feet to a point at the joint rear corner of Lots Nos. 19 and 20; thence S. 60-04W., 170 feet to a point on the Northeastern side of Penarth Drive at the point of BEGINNING.

This deed is executed subject to existing and recorded restrictions and rights of way.



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 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 Mortgager covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is haduly 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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