

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

1974 PAGE 621

DONNIE S. TANKERSLEY
S.M.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Robert H. Rich, Jr. and Barbara M. Rich,

(hereinafter referred to as Mortgagor) is well and truly indebted unto David D. Gagliardy and Catherine R. Gagliardy

(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 Twenty-nine Thousand Five Hundred and No/100

----- Dollars (\$ 29,500.00) due and payable
\$256.02 on October 1, 1974 and on the first day of each month thereafter until paid in full, with interest first deducted and balance to principal,

with interest thereon from date at the rate of $\frac{8}{100}$ eight and one-half 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, containing 2.10 acres, more or less, and being known and designated on plat of property of D. D. Gagliardy prepared by C. O. Riddle, dated August 1974, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S. C. Highway #296, 1011.2 feet, more or less, from Roberts Road and running thence with the center line of said highway N. 51-04 E. 14.2 feet to a nail; thence continuing with the center line of said highway, N. 56-58 E. 169.6 feet to a nail and cap in said highway; thence along the property of James L. Tate, S. 26-35 E. 572.8 feet to an old iron pin; thence along property of James L. Tate S. 21-04 W. 148.6 feet to an iron pin; thence along the property of the mortgagees herein, N. 32-57 W. 654.8 feet to a nail and cap in the center of S. C. Highway 296, passing over iron pin 33 feet back on line and the point of beginning.

This being the same property conveyed to the mortgagors by the mortgagees on August 23, 1974, which deed is to be recorded of even date herewith.



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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