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MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C. DONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA COUNTY OF **GREENVILLE**

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

WHEREAS,

JOHN R. GERWIG

(hereinafter referred to as Mortgagor) is well and truly indebted unto

RICHARD E. GERWIG

thereinafter 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

Five Thousand, One Hundred Sixty-six and No/100

Dollars (\$ 5,166.00

ii due and payable

in fifty-four (54) monthly installments of One Hundred Six and 03/100 (\$106.03) Dollars each commencing on the first day of March, 1976,

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, the Mortgagor's heirs, 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, and being shown as Lots 7 and 8 according to a plat of Eugene A. McConnell Property, dated November 18, 1946 and recorded in the RMC Office for Greenville County in Plat Book Q at Page 95, and having, according to a more recent plat entitled "Property of Richard E. Gerwig," the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of St. Marks Road at the joint front corner of Lots 8 and 9 and running thence with the joint line of Lots 8 and 9, N. 54-53 E. 175 feet to an iron pin; thence S. 22 E. 100 feet to an iron pin at the joint rear corner of Lots 7 and 6; thence with the joint line of Lots 7 and 6, S. 64-53 W. 175 feet to a point on the eastern side of St. Marks Road; thence with the eastern side of St. Marks Road, N. 22-00 W. 100 feet to the point of beginning.



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, plumling, 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, he 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 is 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 Lens and encumbrances except as provided berein. The Mortgagor further covenants to warrant and foreyer defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever Lawfully chiming the same or any part thereof.