GREENVILLE CO. S. C.

800K 1375 PAGE 236

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

The both section of the section of t

MORTGAGE OF REAL ESTATE

OOHNIE S. TANKERS TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C

WHEREAS, MICHAEL J. GANS and LINDA R. GANS

(hereinafter referred to as Mortgagor) is well and truly indebted untoFIRST PIEDMONT BANK AND TRUST COMPANY Greenville, South Carolina

(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

THIRTY THOUSAND AND NO/100------Dollars (\$30,000.00--) due and payable One (1) year from date

with interest thereon from date at the rate of Nine (9) per centum per annum, to be paid:quarterly The right to anticipate payment in whole or in part at any time without

penalty is reserved.

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, being known and designated as Lot No. 146, part Two, Section IV, Chanticleer, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4F, Page 20, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Chapman Road at the joint front corner of Lots Nos. 145 and 146, and running thence with the joint line of said lots, S 65-48 W 132 feet to an iron pin; thence S 54-28 W 70 feet to an iron pin; thence S 40-09 E 199.9 feet to an iron pin at the joint rear corner of Lots Nos. 146 and 147; thence with the joint line of said lots, N 41-09 E 187.7 feet to an iron pin at the joint front corner of said lots in the western side of Chapman Road; thence with the western side of Chapman Road, N 40-15 W 65 feet to an iron pin; thence continuing with the western side of Chapman Road, N 30-14 W 65.6 feet to the point of beginning.

This mortgage is junior in rank to the mortgage executed by the mortgagors to Fidelity Federal Savings and Loan Association, recorded in said R.M.C. Office in Mortgage Book 1261, Page 384. (Re-recorded in Mortgage Book 1266, Page 517)

Being the same conveyed to the mortgagors by deed of John R. Fuzia, dated October 16, 1972, recorded in said R.M.C. Office in Deeds Book 958, Page 41.



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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.