Post Office Box 6526, Station By, Greenville, S. C. 29606
GREENVILLE CO.S.C. 88CK 1381 FASE 28

STATE OF SOUTH CAROLINA  $\begin{cases} & 110 \\ & 100 \end{cases}$ 

COUNTY OF GREENVILLE

GOT 21 3 52 PM 170

MORTGAGE OF REAL ESTATE

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

WHEREAS, JAMES F. GILBERT AND BARBARA L. GILBERT

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

(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

TWELVE THOUSAND NINETY-EIGHT AND 52/100----- Dollars (\$ 12,098.52 ) due and payable In Thirty-Six (36) equal monthly installments of Three Hundred Thirty-Six and 07/100 (\$336.07) Dollars beginning on December 1, 1976.

with interest thereon from

at the rate of 7% ADD-ON centum per annum, to be paid: As set

out above.

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:

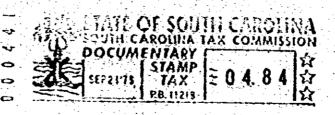
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE

ALL that certain piece, parcel, or lot of land, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 18 on a plat entitled "Millcreek Estate" prepared by Freeland Associates, Engineers & Surveyors, and recorded in the R.M.C. Office for Greenville County in Plat Book 5D, at page 54, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Millcreek Road at the joint front corner of Lots 18 and 19 running thence with the eastern side of Millcreek Road, N. 11-58 W. 90.24 feet to a point; thence N. 15-18 W, 24.93 feet to a point; thence N. 29-42 E. 25.9 feet to a point; thence N. 0-18 W. 25.9 feet to a point; thence N. 30-18 W. 25.9 feet to a point; thence N. 60-18 W. 25.9 feet to a point; thence N. 15-18 W. 34.08 feet to a point; thence N. 73-57-30 E. 216.3 feet to a point; thence S. 20-22 E. 169.3 feet to a point; thence S. 38-22 E. 104 feet to a point in the rear corner of Lot 19; thence with the line of Lot 19 S. 80-45 W. 270.5 feet to an iron pin, the point of beginning.

Derivation: Deed Book 1002, Page 145

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

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