

MORTGAGEES ADDRESS: P.O. Box 485, Williamston, S. C. 29697
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE
BOOK 1447 PAGE 965
TO ALL WHOM THESE PRESENTS MAY CONCERN:

HORACE D. GILLIAM

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAPITAL BANK & TRUST COMPANY

(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

FORTY FIVE THOUSAND AND NO/100ths Dollars (\$45,000.00) due and payable

on written demand. This mortgage is executed to secure future advances.

with interest thereon from date at the rate of NINE per centum per annum, to be paid on demand as aforesaid

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, in Oaklawn Township, containing 7.77 acres, according to a plat of Property of Horace D. Gilliam and Billy M. Woods by C. O. Riddle, Surveyor, recorded in Plat Book XXX at page 177 and having such metes and bounds as appear by reference to said plat.

THIS is the identical property originally conveyed to Billy M. Woods and Harace D. Gilliam by deed of J. R. Jenkins, recorded in Deed Book 844 at page 550. By deed recorded on October 7, 1974, in Deed Book 1007 at page 851, the aforesaid Billy M. Woods conveyed his 1/2 interest to the Mortgagor.

THIS mortgage is junior in lien to separate mortgages held by Southern Bank and Trust Company in the original amounts of \$75,000.00 and \$35,000.00 respectively, having current balances of \$8,691.71 and \$6,535.47 respectively, recorded in Mortgage Book 1134 at page 481 and in Mortgage Book 1150 at page 159 in the RMC Office for Greenville County.

GCTO ----- 0024 78 879
GCTO ----- 0024 79 880

RECORDED
STATE TAX
FEE 18.00

Together with all and singular rights, members, hereditaments, 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.

2.50CCI
.150CI

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