

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C. MORTGAGE OF REAL ESTATE

1478-0034

PHO 78 WHOM THESE PRESENTS MAY CONCERN:

DEED WITNESSES

WHEREAS, JIMMY F. SPEARMAN AND ANN H. SPEARMAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto SAM L. GAULT AND PAUL E. GAULT
808 N. Westin. H. Inn S.C.

(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 FOUR THOUSAND AND NO/100
Dollars (\$ 4,000.00) due and payable

in one hundred twenty (120) monthly installments of Forty Eight and 54/100 (\$48.54) Dollars with each payment representing it's amortized share of principal and interest with the first payment to begin May 15, 1979 and continue each month thereafter until paid in full. with interest thereon from date at the rate of eight 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:

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ALL that certain piece, parcel or tract of land, lying, being and situate in the State and County aforesaid and being a portion of that property shown on a plat of property of Paul E. Gault and Sam L. Gault, prepared by J. L. Montgomery, III, RLS in August, 1975 which plat is recorded in the RMC Office for Greenville County in Plat Book 6G, Page 85, and which property is better described as follows:

BEGINNING at an iron pin on the southeastern side of S. C. 23-154 (which iron pin is 285 feet more or less, N. 34-04 E. of an iron pin at the corner of property now or formerly owned by Gault and Burgin) and running thence S. 58-53 E. 580.25 feet to an iron pin; thence turning and running N. 29-20 E. 155.0 feet to an iron pin; thence turning and running N. 58-52 W. 567.3 feet to an iron pin on the southeastern side of S. C. 23-154; thence along the southeastern edge of said road S. 34-04 W. 155.0 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Sam L. Gault and Paul E. Gault to be recorded of even date herewith.

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GREENVILLE COUNTY, S.C.
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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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