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800. 1508 FASE 256

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

DING A CRESLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert H. Gilbert and Anne B. Gilbert

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern 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 THIRTY THOUSAND AND NO/100------

Dollars (\$ 30,000.00) due and payable

with interest thereon from at the rate of 13.50 per centum per annum, to be paid: per terms of note of even date

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 Mortgage at any time for advances made to or for his account of any other and further sums for which the Mortgagor may be indebted to the Mortgage 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 on Westover Place and Caroleton Way, and being known and designated as Lot 28 as shown on plat entitled "Carter Grove Section No. 2", prepared by Dalton & Neves Co., Engineers, dated August, 1974, and recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-R at page 100, and having according to said plat the following metes and bounds description:

BEGINNING at an iron pin on the western corner of Caroleton Way and Westover Plqce, joint front corner of Lots 27 and 28; thence running with line of said lots, S. 65-38 W. 93.8 feet to an iron pin; thence S. 89-17 W. 96.8 feet to an iron pin joint rear corner of lots 28 and 29; thence running with joint line of said lots N. 27-06 E. 165.4 feet to an iron pin; joint front corner of said lots, western side of Westover Place; thence running as follows: S. 61-52 W. 34.3 feet; S. 47-21 E. 60 feet; S. 32-45 E. 60 feet to the point and place of beginning.

This is the same property conveyed to the mortgagors herein by deed dated August 11, 1978 and recorded in the RMC Office for Greenville County in Deed book 1085 at page 179 from Devenger Road Land Co., a partnership.

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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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