

Our File No. 9241

This is a SECOND MORTGAGE

FANT & FANT, ATTYS.

1444 119

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joseph F. Gilbert and Jonnie N. Gilbert

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company of 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 Twenty Five Thousand, Three Hundred One and 44/100 (25,381.44)

Dollars (\$ 25,381.44) due and payable

in forty two monthly installments in the amount of Six Hundred Four and 32/100 (\$604.32) beginning on October 15, 1978 and payable on the 15th of each month thereafter until paid in full.

Maturity Date: March 15, 1982:

with interest thereon from date at the rate of eight per centum per annum, to be paid: maturity.

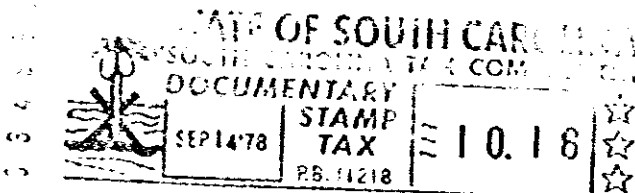
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, on the east side of Reedy River, containing 5.0 5.0 Acres, more or less, according to a survey of the Farm of May H. Goddard and Blanche H. McPherson made by John A. McPerson & Associates and according to a more recent survey made by J. L. Montgomery, III, RLS, dated May 4, 1977, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-D at page 80, and, according to said plat, having the following metes and bounds, to-wit:

Beginning at an iron pin in the center of North Harrison Bridge Road and running thence N. 83-34 W. 1089.12 feet to an iron pin; thence N. 6-29 E. 199.7 feet to an iron pin; thence S. 83-35 E. 1089.12 feet to an iron pin in center of North Harrison Bridge Road; thence along center of North Harrison Bridge Road, S. 6-29 W. 200.0 feet to an iron pin, point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Jack C. Durham and Geraldine G. Durham, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1076 at page 391, recorded on April 3, 1978 at 12:10 P.M.



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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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