

REGULATION NO. 22
COMPLIED WITH

GREENVILLE, S. C.

BOOK 1262 PAGE 07

STATE OF SOUTH CAROLINA

Dec 28 10 08 AM '72

COUNTY OF Greenville

ELIZABETH RIDDLE
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Arthur B. Larry Gilbert & Claudia S. Gilbert

(hereinafter referred to as Mortgagor) is well and truly indebted unto Annie F. Sheppard

(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

-----Nine Thousand Six Hundred & No/100-----Dollars (\$ 9600.00) due and payable

in full within eight (8) years from date, with payments to be made at the rate of One Hundred & No/100 (\$100.00) Dollars, or more, each consecutive month, until paid in full,

with interest thereon from date at the rate of NO. int. per centum per annum, to be paid:

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, north of the City of Travelers Rest, S. C., in Bates Township, containing 5.17 acres, more or less, and being a portion of the property of James H. and Annie Mae Ballew and also property of Violet S. Balding, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Ballew Road at the corner of property of Balding, which iron pin is situate 645.8 feet, more or less, south of the center of the intersection of Ballew Road and Coleman Road and running thence along Balding, N 37-50 E 340 feet to an iron pin; thence S 54-15 E 157 feet to an iron pin; thence S 20 W 119.5 feet to an iron pin; thence N 78 E 100 feet to an iron pin; thence along James and Annie Mae Ballew, S 17-25 W 685 feet to an iron pin in the center of a county road at a culvert where the creek crosses; thence with the creek along the property of Gilbert, N 43-48 W 129.42 feet to a point; thence N 53-29 W 136.42 feet to a point; thence S 84-46 W 61.75 feet to an iron pin at a culvert in the center of Ballew Road; thence continuing along the property of Clarence Ballew, with the creek, S 58-30 W 143 feet to an iron pin; thence along Polly T. Cripp, N 60-20 E 100 feet to an iron pin; thence N 48-23 E 98 feet to a point in the center of Ballew Road; thence along the center of said road, N 7-41 E 208 feet to the point of beginning and being same conveyed to James Thomas (J. T.) Gilbert, as follows; Under the name of J. T. Gilbert: 3.9 acres, 1 acre and 0.27 acres, in Deed Book 594, at page 285.

This being that same property conveyed to Clyde M. Padgett by Deed of the said James Thomas Gilbert, on September 9th, 1967, being recorded in the RMC Office for Greenville County, State of South Carolina, in Book 828, Page 235.

ALSO, this is the same property conveyed to Mortgagor's by Deed of the said Clyde M. Padgett, on September 8th, 1972, being recorded in the RMC Office for County & State aforesaid, in Book 954, Page 623.

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.