

AUG 5 12 40 PM '76

DONNIE S. TANKERSLEY MORTGAGE R.H.C.

BOOK 1374 PAGE 575

THIS MORTGAGE is made this 30th day of July 19.76., between the Mortgagor, James F. Gilbert and Barbara L. Gilbert (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2006

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that certain piece, parcel, or lot of land, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 18 on a plat entitled "Millcreek Estate" prepared by Freeland Associates, Engineers & Surveyors, and recorded in the R.M.C. Office for Greenville County in Plat Book 5D, at page 54, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Millcreek Road at the joint front corner of Lots 18 and 19 running thence with the eastern side of Millcreek Road, N. 11-58 W. 90.24 feet to a point; thence N. 15-18 W. 24.93 feet to a point; thence N. 29-42 E. 25.9 feet to a point; thence N. 0-18 W. 25.9 feet to a point; thence N. 30-18 W. 25.9 feet to a point; thence N. 60-18 W. 25.9 feet to a point; thence N. 15-18 W. 34.08 feet to a point; thence N. 73-57-30 E. 216.3 feet to a point; thence S. 20-22 E. 169.3 feet to a point; thence S. 38-22 E. 104 feet to a point in the rear corner of Lot 19; thence with the line of Lot 19 S. 80-45 W. 270.5 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Millcreek, a limited partnership by deed dated June 25, 1974 and recorded in the R.M.C. Office for Greenville County in Deed Book 1002, at page 145.



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which has the address of Mill Creek Road Greenville South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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