

Mortgagee's mailing address: Route 1, Wadmalaw Island, S. C. 29487

BOOK 1382 PAGE 523

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

NOV 9 3 16 PM '76 TO ALL WHOM THESE PRESENTS MAY CONCERN:

SUNNY S. TANNERSLEY
R.H.C.

WHEREAS, Elbert J. Giles and Anne B. Giles,

(hereinafter referred to as Mortgagor) is well and truly indebted unto William R. Wyatt

(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

Dollars (\$ 4,000.00) due and payable

in monthly installments of \$83.04 each, beginning on the 5th day of December, 1976 and continuing on the 5th day of each succeeding month thereafter until paid in full, said payments to be applied first to interest then to the principal balance remaining due from month to month with interest

~~with interest~~ from Nov . 5, 1976 at the rate of nine (9) 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:

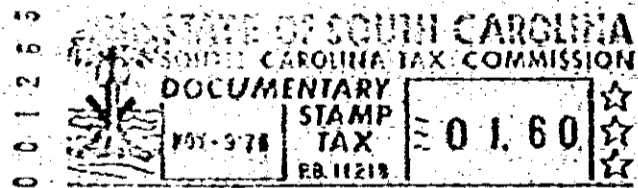
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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:

"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 known and designated as Lot

No. 39 of a subdivision entitled "A portion of Heathwilde" as shown on plat thereof prepared by Campbell & Clarkson, Surveyors, May 23, 1968 and recorded in the R.M.C. Office for Greenville County in Plat Book WWW at Page 18, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Surrey Lane, joint front corner of Lots Nos. 38 and 39 and running thence along the joint line of said lots, S. 77-23 E. 254.85 feet to an iron pin on the rear line of Lot No. 33; thence along the rear line of Lot No. 33, S. 15-00 W. 87.45' to an iron pin at the rear corner of Lot No. 32; thence along the rear line of that lot, S. 17-30 W. 225 feet to an iron pin at the joint rear corner of Lots Nos. 31 and 40; thence along the line of Lot No. 40, N. 38-52 W. 265 feet to an iron pin on a turnaround at the end of Surrey Lane; thence following the curve of said turnaround, the chords being N. 2-55 W. 40 feet and N. 4-59 W. 45.5 feet to an iron pin; thence along the eastern edge of Surrey Lane, N. 12-37 E. 65 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors by deed of William R. Wyatt dated August 3, 1976 and recorded November 9, 1976 in Deed Book 1045 at Page 270.



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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