

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

BOOK 1696 PAGE 370

MAR 2 12 00 PM '83  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, Horace D. Gilliam, Jr., individually and as Executor of Estate of Horace D. Gilliam and William Allen Gilliam (hereinafter referred to as Mortgagor) is well and truly indebted unto Capital Bank and Trust

P. O. Box 8  
Belton, S. C. 29627

(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 one hundred eighty-eight and 54/100

(\$30,188.54)

Dollars (\$

) due and payable

with interest thereon from date at the rate of 14.0 per centum per annum, to be paid: according to terms of note and renewals thereof

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 in the State of South Carolina, County of Greenville, on the southern side of Davis Road, being the remaining portion of a 20.46 acre tract shown on a plat of property entitled "Property of Horace D. Gilliam and Billy M. Woods", by C. O. Riddle, R. L. S., recorded in Plat Book XXX at Page 177, R. M. C. Office for Greenville County, and, according to said plat, having the following metes and bounds, to-wit:

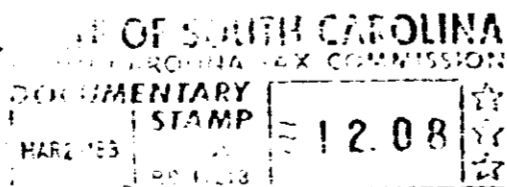
BEGINNING at a nail and cap in the center of Davis Road, joint corner of other land of Gilliam as shown on said plat, and running with the approximate center of said road the following courses and distances: N.80-23 E. 293.8 feet to a nail and cap, N. 84-09 E. 554.8 feet to a nail and cap, S. 88-57 E. 103 feet to a nail and cap, and S. 86-24 E. 38 feet to a nail and cap; thence leaving said Davis Road and running S. 07-32 W. 441.3 feet to an iron pin; thence S. 07-39 W. 578.8 feet to a stone; thence S. 48-04 W. 266.2 feet to an iron pin; thence N. 59-34 W. 656.8 feet to an iron pin; thence N. 59-34 W. 70 feet to an iron pin at the joint corner of other property of Gilliam and running thence with the line of other property of Gilliam, N. 01-51 W. 719.4 feet to a nail and cap in Davis Road, the point of Beginning, LESS HOWEVER, those certain lots conveyed to Sybil Slaten in Deed Book 896 at Page 349 (595.2 -1-7.2), to Maxie Slaten in Deed Book 957 at Page 509 (595.2-1-7.3), to Ralph Croft in Deed Book 1015 at Page 941 (595.2-1-7.4) and to Nathaniel Croft in Deed Book 1017 at Page 380 (595.2-1-7.5), RMC Office for Greenville County.

This property is further shown and described on the tax maps of Greenville County, South Carolina as Lot No. 7, on Block 1, Sheet 595.2.

This is a portion of the property devised to Mortgagors under Item II of the Last Will and Testament of Horace D. Gilliam, Sr., deceased, as will appear by reference to File 1, Apartment 1563, Probate Court of Greenville County, South Carolina.

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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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