

FILED
 STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
 COUNTY OF GREENVILLE SEP 13 4 54 PM '74

MORTGAGE OF REAL ESTATE
 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
 R.M.C.

WHEREAS, LAWRENCE T. PITTS, SR., and ELVINIA R. PITTS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. TOOZE, ARTHUR E. TOOZE, JR., AND VIRGINIA

(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 **One Thousand Two Hundred Fifty Dollars**-----

Dollars (\$ 1,250.00) due and payable

in twelve (12) monthly installments of One Hundred Nine Dollars and 33/100 (\$109.33), the first payment is due November 1, 1974.

with interest thereon from date at the rate of 9% per centum per annum, to be paid with principal

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, known and designated as Lot No. 26 on the southern side of Lilly Street as shown on a plat of Huntly Acres recorded in the RMC Office for Greenville County in Plat Book WWW, at page 20, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Lilly Street at the joint front corner of lots Nos. 26 and 27 and running thence along the line dividing said Lots, S. 33-33 E. 126.6 feet to the joint rear corner of said lots; thence S. 58-47 W. 100.08 feet along the line of property now or formerly of W. R. Timmons et al to a point which is the joint rear corner of Lots Nos. 25 and 26; thence N. 33-33 W. 122.5 feet to a point on the southern side of Lilly Street at the joint front corners of Lots Nos. 25 and 26; thence along Lilly Street, N. 56-27 E. 100 feet to the point of beginning.

THIS IS A PURCHASE MONEY MORTGAGE.



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.

0839

4328 RV-2