

SEP 23 2 47 PM '76

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEEDS TAX COLLECTOR  
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Ezra D. Tolbert and Minnie Lou Tolbert,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Forrest M. Younts, Agent,

(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 Two Thousand Seventy and No/100-----

----- Dollars \$ 2,070.00 ; due and payable

\$115.00 on November 5, 1976 and a like amount on the 5th day of each month thereafter for a total of 18 payments

due

with interest thereon from date at the rate of nine per centum per annum, to be paid on demand

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, near the Town of Fountain Inn, shown as Lots 15 and 16 on plat of Woodland Heights Subdivision, recorded in Plat Book "EE", at Page 101, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Woodland Drive at the joint front corners of Lots 14 and 15 and running thence N. 78-15 W. 238.5 feet to an iron pin at the joint rear corner of said lots; thence N. 22-40 E. 58 feet to an iron pin; thence N. 30-06 E. 18 feet to the joint rear corners of Lots 15 and 16; thence continuing along the same course and along the line of Lot 16, 78.6 feet to an iron pin at the joint rear corner of Lots 16 and 17; thence with the joint line of said lots, S. 78-15 E. 190.9 feet to an iron pin on the western side of Woodland Drive; thence with the western side of Woodland Drive, S. 10-00 W. 150 feet to the point of beginning.

This being the identical property conveyed to grantors by Willis E. Case on February 2, 1976 and to be recorded in the R. M. C. Office for Greenville County of even date herewith.



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.

4328 RV-2