

1043

MORTGAGE OF REAL ESTATE *FILED* Thomas C. Brissey, Attorney at Law, 110 Manly St., Greenville, S.C.  
 STATE OF SOUTH CAROLINA } 8 2 1977 MORTGAGE OF REAL ESTATE BOOK 1338 PAGE 859  
 COUNTY OF GREENVILLE } TO ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 67 PAGE 1043

WHEREAS, C. Dan Joyner  
 (hereinafter referred to as Mortgagor) is well and truly indebted unto Mark B. Tolbert

(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 Forty-Six Thousand Five Hundred and No/100-----  
 Dollars (\$ 46,500.00 ) due and payable  
 at the rate of \$ 200.00 -----  
 for the property sought to be released.



BRISSEY, LATHAN, FAYSSOUX SMITH & BARRETT, P.A. 1-192  
*conceded*  
*to the*  
*mortgagee*  
*in*  
*January 1977*  
*as*  
*paid*  
*and*  
*is*  
*not*  
*to*  
*be*  
*paid*  
*by*  
*the*  
*mortgagor*  
*on*  
*April 30, 1977*  
*as*  
*per*  
*the*  
*note*  
*attached*  
*hereto*  
*and*  
*the*  
*14*  
*of*  
*the*  
*note*  
*attached*  
*hereto*  
 DONNER, S. TANKERSLEY  
 JUL 13 1 48 PM '79  
 FILED  
 GREENVILLE CO. S.C.  
 JUL 12 1979

Together with all and singular rights, memberships, 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 lighting, plumbing, and heating 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.

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