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BOOK 765 PAGE 227

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Benjamin Tolbert and  
Georgianna Robinson Tolbert (hereinafter referred to as Mortgagor) SEND(S) GREETING:  
(Formerly Georgianna Robinson)

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (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 THREE THOUSAND AND NO/100-----

DOLLARS (\$3,000.00-----), with interest thereon from date at the rate of Six (6%)----- per centum per annum, said principal and interest to be repaid as therein stated, and

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 purpose:

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, on the Northern side of Sullivan Street in Ward 6 in the City of Greenville, being shown on the City Block Book as Lots 28 and 28-A of Block 2, Sheet 95, being more particularly described as follows:

BEGINNING at an iron pin on the Northern side of Sullivan Street, which iron pin is N. 88-30 E. 58 feet from the intersection of said street with Trotter Street, running thence N. 4-30 E. 145 feet to an iron pin; thence S. 82-30 E. 52 feet to an iron pin; thence S. 2-30 W. 135 feet to an iron pin on the North side of Sullivan Street; thence with the North side of said street, S. 88-30 W. 58 feet to the Beginning corner.

That portion of the above property being shown as Lot 28-A of the City Block Book is the same conveyed to the Mortgagors by deed to be recorded herewith. That portion of the above property shown as Lot 28 is the same conveyed to mortgagor, Georgianna Robinson Tolbert by deed recorded in Deed Book 434 at page 211.

The mortgagors covenant and agree that no second or junior mortgage shall be given by them and that a breach of this covenant shall constitute a default hereunder.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.