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MORTGAGE OF REAL ESTATE

2021406 202715

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STATE OF SOUTH CAROLINA

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GREENVILLE

CONNIE S. TANKERSLEY F.H.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

George M. Toubia and Doris T. Toubia WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Curtis 0. Moore

(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

Dollars & 2,500.00 --Two Thousand Five Hundred and No/100-----

in sixty (60) installments of \$50.70 each, commencing on November 15, 1977, and continuing on like day thereafter until paid in full

with interest thereon from date at the rate of Eight per conton per annum, to be paid: monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Martgagor's account for texts, incurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid žabt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe 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 gransed, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagea, its successors and as-

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, fying and being in the State of South Carolina, County of Greenville, on the Eastern side of Aster Drive, in the Town of Simpsonville, Greenville County, S. C., being shown and designated as Lot No. 47 on Plat of POINSETTIA, Section I, made by Piedmont Engineers & Architects, dated June 23, 1965, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BBB, at Page 103, reference to which is hereby craved for the metes and bounds description.

This being the same property conveyed to the Mortgagors herein by deed of Bruce J. Morris and Rebecca B. Morris, dated August 6, 1977, and to be recorded of even date herewith.

It is agreed and understood that this mortgage is second and junior in lien to that certain mortgage assumed by the mortgagors herein which is recorded in the RMC Office for Greenville County in Mortgage Book 1294, at Page 461.

> STAMP XAT 81511.59

Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 fec 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 whomssever fawfully claiming the same or any part thereof,

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