P. O. Box 3028, Greenville, S. C. 29602

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The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern: LEONARD J. TOOLE and DORIS TOOLE

SEND GREETING:

Whereas, we , the said Leonard J. Toole and Doris Toole

in and by our certain note in writing, of even date with these

presents, are well and truly indebted to First Citizens Bank and Trust Company

in the full and just sum of Twelve Thousand Nine Hundred Seven and 60/100 (\$12,907.60)

to be paid as set forth in note of even date herewith

, with interest thereon from dat

at the rate of 9 per centum per annum, to be computed and paid as set forth in said note

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we , the said Leonard J. Toole and Doris Toole

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said First Citizens Bank

and Trust Company

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said Leonard J. Toole and Doris Toole

, in hand well and truly paid by the said First Citizens Bank and Trust

Company

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at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said FIRST CITIZENS BANK AND TRUST COMPANY, its successors and assigns forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of the intersection of Honeybee Lane and Roberts Road, being known as Lot No. 40 as shown on plat of "Pebble Creek, Phase I" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 5D, page 5 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin, joint front corner of Lots 39 and 40, said iron pin being located on the northwesterly side of Honeybee Lane, and running thence with the common line of said Lots 39 and 40 N 56-11 W 183.05 feet to an iron pin, the joint rear corner of said lots; turning and running thence N 38-43 E 165.14 feet to an iron pin on the westerly side of Roberts Road; turning and running thence with said Roberts Road S 46-41 E 124.0 feet to an iron pin; thence continuing with said Roberts Road S 41-02 E 80.0 feet to an iron pin; turning thence at intersection of Honeybee Lane and Roberts Road and running thence S 13-54 W 35.45 feet to an iron pin on Honeybee Lane; turning and running thence with the northerly side of Honeybee Lane S 58-52 W 100.08 feet to an iron pin, the point of beginning.

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