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GREENVILLE CO. S. C.
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JUL 25 1978
F.B. 11218
86.00

BOOK 1439 PAGE 282

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOSEPH TOATES

(hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto South Carolina National Bank (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Hundred Fifteen Thousand and No/100ths-----

DOLLARS (\$ 215,000.00), with interest thereon as provided in said promissory note(s), said principal and interest to be paid 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, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable January 1, 1989,

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the afore-said 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 to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, 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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract No. 6 as shown on a plat entitled "Estate of Mary Pack Miller" prepared by C. O. Riddle, R.L.S., dated July, 1966 and said plat being recorded in the RMC Office for Greenville County in Plat Book PPP at Page 33 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Miller Road at the joint front corner of Lots 5 and 6 and running thence along the lines of Lots 5 and 6 N. 79-32 W. 533.4 feet to an iron pin on the northeastern side of Oak Forest Drive; thence with the northeastern side of Oak Forest Drive S. 31-33 E. 439 feet to an iron pin; thence continuing with the northeastern side of Oak Forest Drive, the following courses and distances to-wit: S. 41-38 E. 100 feet to an iron pin and S. 54-27 E. 104.15 feet to an iron pin; running thence N. 20-46 E. 120.75 feet to an iron pin; running thence N. 31-27 E. 65.1 feet to an iron pin; running thence N. 13-53 E. 90.15 feet to an iron pin on the western side of Miller Road; thence with the western side of Miller Road N. 5-38 E. 200.8 feet to the point of beginning and containing 3.45 acres.

This is the identical property conveyed to the mortgagor herein by deed of Harry Jones dated June 1, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1080 at Page 262 on June 1, 1978.

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