

MORTGAGE OF REAL ESTATE -  
FILED  
GREENVILLE CO. S. C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DONNIE S. TANKERSLEY  
R.M.C.

Franklin T. Tolén  
P.O. Box 5178  
Tampa, FL 33607

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JULIA TOLAND

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANKLIN T. TOLEN

(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 Four Thousand Seven Hundred and Fifty Two and no/100-----  
Dollars (\$4,752.00-- ) due and payable

at the rate of \$52.00 on the first day of each month beginning February 1, 1980 for 91 months and then a payment of \$20.00 on the 92nd month.

with interest thereon from at the rate of ZERO (0) per centum per annum, to be paid:

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 purposes:

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:

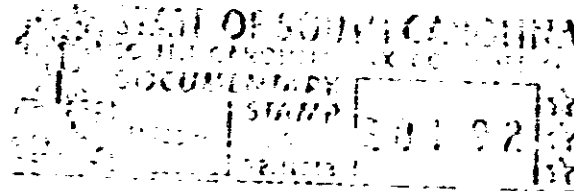
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or lot of land, with improvements thereon, lying and being on the Northwestern side of Minus Street, near the City of Greenville, S.C., being shown as Lot No. 7, Block D of the property of Thomas S. Parker known as Sterling Annex, and recorded in the RMC Office for Greenville County, SC in Plat Book C, page 81 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeasterly side of Minus Street, joint front corner of Lots Nos. 6 and 7, Block D, and running thence along the common line of said Lots N 44-50 W. 150.3 feet to an iron pin; thence N 47-45 E 50 feet to an iron pin, joint rear corner of Lots Nos. 7 and 8; thence along the common line of said Lots S 44-50 E 150.2 feet to an iron pin on the Northwestern side of Minus Street; thence along the Northwestern side of Minus Street S 47-45 W 50 feet to an iron pin, the point of beginning.

This is the same property covered to the mortgagor herein by Deed of T. R. Machen, recorded in the RMC Office for Greenville County in Deed Book 511 at Page 43 on October 26, 1954.

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Together with all and singular rights, members, hereditaments, 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 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 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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