

MORTGAGEE'S ADDRESS:
Route 4, Box 155
Piedmont, S.C. 29673
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
JUL 21 1 21 PM '80
M.C. DEAN

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
PURCHASE MONEY MORTGAGE

WHEREAS, JAMES T. TOLBERT AND BRENDA A. TOLBERT

(hereinafter referred to as Mortgagor) is well and truly indebted unto MINNIE M. DEAN

(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

NINETEEN THOUSAND AND NO/100 -----Dollars (\$ 19,000.00) due and payable

in 120 monthly installments of \$251.09 beginning August 21, 1980 and a like amount each month thereafter until paid in full. (10 years)

with interest thereon from _____ date _____ at the rate of ten (10%) per centum 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 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 improvements thereon lying and being in the County of Greenville, State of South Carolina, containing .23 acres, more or less, on the northern side of Daventon Road, and being shown as a 4.23 acres tract of Frank H. Dean on a plat of Property of J.D. Browning and Frank H. Dean by W.J. Riddle, R.L.S., dated August, 1948 and recorded in Plat Book 4A at Page 43, R.M.C. Office for Greenville County, reference to which plat is made for a more complete description.

This is the same property conveyed to the mortgagors by deed of mortgagee recorded July 21, 1980.

This mortgage is given to secure a portion of the purchase price.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY STAMP
JUL 21 1980 0760

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 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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