

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE
FILED
FEB 11 2 05 PM '81
DONALD M. TOMLINSON
R.M.C.

CO. S. C. MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Donald M. Tomlinson

(hereinafter referred to as Mortgagor) is well and truly indebted unto John R. Stewart, Sr.

(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 Five Thousand and No/100-----

Dollars (\$ 5,000.00) due and payable

on or before February 1, 1981

with interest thereon from n/a at the rate of n/a per centum per annum, to be paid: in its entirety, on or before February 1, 1981.

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 Greenville, consisting of four (4) acres being shown on a plat prepared by Webb Surveying and Mapping Company, dated November 9, 1977, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6K, Page 37 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of Old Grove Road with said spike being approximately 569.7 feet from the intersection of Old Grove Road and Augusta Road (Highway 25), thence running with the center of Old Grove Road S. 69-18 W., 252 feet to an old iron pin; thence running N. 21-15 W., 595 feet to an iron pin; thence running N. 70-30 E., 351.2 feet to an iron pin; thence running S. 11-40 E., 595 feet to a spike in the center of Old Grove Road, point and place of beginning.

DERIVATION: This being the same property conveyed to Donald M. Tomlinson and Gayle M. Tomlinson by deed recorded in the RMC Office for Greenville County, South Carolina

DOCUMENTARY
FEB 11 1981
\$ 02.00

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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