

ORIGINAL

AMOUNT DUE	CASH ADVANCE
\$15,00	\$2700.00
\$15,00	\$2700.00

AMOUNT DUE \$15,00 CASH ADVANCE \$2700.00
BALANCE OWE \$15,00 DATE FINAL PAYMENT DUE 3-26-77

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT I, Donald M. Tomlinson, do hereby mortgage my property, being a piece of land with buildings and improvements thereon, situated, lying and being on the northeasterly side of Brookside Avenue (formerly Westview Road), in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion or lots Nos. 13 and 15, East Overbrook Land Company, according to a plat thereof recorded in the R. M. C. Office for Greenville County, S.C., in Plat Book "C" at page 274, and having, according to said plat, the following metes and bounds, to wit;

ALL THAT PIECE, PARCEL OR LOT OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE NORTHEASTERLY SIDE OF BROOKSIDE AVENUE (FORMERLY WESTVIEW ROAD), IN THE CITY OF GREENVILLE, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS A PORTION OR LOTS NOS. 13 AND 15, EAST OVERBROOK LAND COMPANY, ACCORDING TO A PLAT THEREOF RECORDED IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY, S.C., IN PLAT BOOK "C" AT PAGE 274, AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO WIT;

BEGINNING AT AN IRON PIT ON THE NORTHEASTERLY SIDE OF BROOKSIDE AVENUE (FORMERLY WESTVIEW ROAD), AT THE INTERSECTION OF SAID AVENUE AND A 15-FOOT ALLEY, WHICH POINT IS 200 FEET IN AN EASTERLY DIRECTION FROM THE INTERSECTION OF BROOKSIDE AVENUE, AND BRILARCLIFF DRIVE (FORMERLY CENTRAL STREET), AND RUNNING THENCE WITH THE LINE OF SAID ALLEY, N 84 45 W 50 FEET TO AN IRON PIN; thence S 42 35 W 140 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF BROOKSIDE AVENUE, THENCE ALONG THE NORTHEASTERLY SIDE OF BROOKSIDE AVENUE, S 44 45 E 50 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

TO HAVE AND TO HOLD all and singular the premises described above unto the said Mortgagor, its successors and assigns forever.

If the Mortgagor shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void.

Mortgagor agrees to pay all taxes, assessments and charges against the above-described premises.

Mortgagor also agrees to maintain insurance in such form and amount as may be satisfactory to the Mortgagor in Mortgagor's favor, and in default thereof Mortgagor may, but is not obligated to, effect said insurance in its own name.

Any amount which Mortgagor may expend to discharge any tax, lien, assessment, obligation, covenant, insurance premium, prior mortgage or any charge whatsoever in connection with the above described real estate shall be an additional lien secured by this mortgage with interest at the highest lawful rate if not prohibited by law, and may be enforced and collected in the same manner as the debt hereby secured.

All obligations of Mortgagor to Mortgagor shall become due, at the option of Mortgagor, without notice or demand, upon any default.

Mortgagor agrees in case of foreclosure of this mortgage to pay a reasonable attorney's fee as determined by the court in which suit is filed and any court costs which shall be secured by this mortgage and included in judgment of foreclosure.

This mortgage shall extend, consolidate and renew any existing mortgage held by Mortgagor against Mortgagor on the above described real estate.

In Witness Whereof, we have set our hands and seals the day and year first above written.

Signed, Sealed, and Delivered
In the presence of

B.D. Tomlinson
(Witness)

Rhett Brad
(Witness)

Donald M. Tomlinson (L.S.)

Gail M. Tomlinson (L.S.)



82-10248 (6-70) - SOUTH CAROLINA