

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

NOV 10 8 57 AM TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANNERSLEY  
R.M.C.

WHEREAS, EUGENE TOLLEY AND LOUISE E. TOLLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 Six Thousand Seven Hundred Forty Four and 96/100

Dollars (\$ 6,744.96 ) due and payable

in accordance with terms of note of even date

including

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with interest thereon from date at the rate of seven 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:

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"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, being shown as Lot 39 upon a plat of Belle Meade, Sections 1 and 2 recorded in the R.M.C. Office for Greenville County in Plat Book EE, Pages 116 and 117 and being further shown on a plat of property of William C. Evans, Sr. and Phyllis J. Evans by R. B. Bruce, dated August 9, 1965, and having the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Brook Forest Drive, joint front corner of Lots 38 and 39 and running thence along Brook Forest Drive N. 20-16 W., 70 feet; thence N. 69-46 E., 115 feet; thence S. 81-01 E., 70.2 feet; thence S. 3-42 E., 32.2 feet; thence S. 73-53 W., 127.1 feet; thence S. 58-25 W., 49 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Erwin M. Stalvey and Barbara M. Stalvey recorded October 15, 1970, in the R.M.C. Office for Greenville County in Deed Book 900, Page 553.

This mortgage is junior in lien to that certain mortgage executed in favor of Cameron Brown Company in the original amount of \$10,900.00 recorded October 1, 1965, in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1009, Page 347.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
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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 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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