BOOK 1583 PAGE 419

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

DONNIE S. LANKERSLEY WHEREAS, DIANA T. JOHNSON C

(hereinaster referred to as Mortgagor) is well and truly indebted unto LUTHER TOLER and NOTIE V. TOLER, whose address is Route 8, Box 484-A, Greer, S.C., 29651,

(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

Forty-Eight Thousand and No/100----- Dollars (\$48,000.00) due and payable as per the terms of said note,

per centum per annum, to be paid: as per the Nine date at the rate of with interest thereon from terms of said note.

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, on the western side of New Boiling Springs Road, being shown as a tract of land containing 1.07 acres, more or less, on a plat of property of Luther & Notie Toler dated October, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the center of New Boiling Springs Road at the joint corner of this tract and a tract of land owned by Richard James Ross and running thence S. 74-01 W. 327.2 feet to an iron pin; thence N. 54-06 E. 218 feet to an iron pin; thence S. 85-54 E. 248.2 feet to the center of New Boiling Springs Road; thence S. 25-08 E. 121.1 feet down the center of New Boiling Springs Road to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of the Mortgagees, to be executed and recorded of even date herewith.

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 all is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except 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.