

DEC 3 9 31 AM 1969

BOOK 1111 PAGE 119

MORTGAGE OF REAL ESTATE—Mann, Foster,

Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.
OLLIE J. JENNINGS

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT R. TOOTHMAN AND BONNIE M. TOOTHMAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILEY V. FISHER AND MARY P. FISHER

(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 THREE THOUSAND THREE HUNDRED SIXTY AND 00/100-----

----- Dollars (\$ 3,360.00) due and payable \$148.92 on the 1st. day of January, 1969 and an equal amount on the first day of each month thereafter until paid in full, except that the balance, if not sooner paid, will be due on December 1, 1970, payments to be applied first to principal, then to interest, with full prepayment privileges

with interest thereon from date at the rate of six (6) 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 all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the west side of Charlbury Street being shown as Lot 34, on a plat of Section F, Gower Estates, made by R. K. Campbell and Webb Surveying and Mapping Co., November, 1965, recorded in the RMC Office for Greenville County in Plat Book "JJJ", at page 66, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Charlbury Street, at the joint front corner of Lots 33 and 34, and running thence along the line of Lot 33 S. 70-06 W. 180.4 feet to an iron pin; thence S. 3-33 W. 77.7 feet to an iron pin on the northeast side of Lacey Avenue; thence along Lacey Avenue S. 66-43 E. 180 feet to an iron pin; thence with the curve of Lacey Avenue and Charlbury Street (the chord being N. 55-02 E. 45.5 feet) to an iron pin; thence with the curve of Charlbury Street (the chord being N. 1-20 E. 30.2 feet) to an iron pin; thence still along Charlbury Street N. 19-56 W. 100 feet to the beginning corner.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 5 PAGE 21

SATISFIED AND CANCELLED OF RECORD

DAY OF Jan 19 72
Ollie Jennings

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 3:17 O'CLOCK P. M. NO. 19360