

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE (CO. S. C.)

BOOK 1170 PAGE 517

OCT 27 10 21 AM '70

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Jimmie Lee Tollison

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. M. Curry & Belle P. Curry

(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 Hundred - - - - -

Dollars (\$ 500.00) due and payable

\$200.00 and the accumulated interest February 1, 1971; \$200.00 and the accumulated interest May 1, 1971 and the balance with accumulated interest on or by the first day of August 1971.

with interest thereon from date at the rate of 6 per centum per annum, to be paid: quarterly.

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 foresaid 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, Fairview Township, lying on the East side of the Jenkins Bridge Road and fronting thereon 436.1 feet, and containing 1.94 acres, more or less, according to a plat and survey made by C. O. Riddle, Surveyor, October 13, 1970, and being bounded by lands of J. M. Curry and Belle P. Curry, Ruth S. King, Jenkins Bridge Road, a dirt County road and a surface treated road leading from the Jenkins Bridge Road into the former Legion Park. This being the same tract of land this day conveyed to the mortgagor by deed of the Mortgagees to be recorded herewith. This is a purchase money mortgage and is given to secure the balance of the purchase money thereof.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.