

GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA APR 13 3 54 PM '71 BOOK 1186 PAGE 481
COUNTY OF GREENVILLE OLLIE FARNSWORTH R. M. C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, DONALD M. TOMLINSON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLIFFORD F. GADDY, JR.,

(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 Hundred Forty-five and No/100-----

-----Dollars (\$ 645.00-----) due and payable at the rate of Fifty (\$50.00) Dollars per month beginning Monday, April 12, 1971, and on the 1st day of each month thereafter until principal amount, plus interest thereon, is paid in full,

with interest thereon from date at the rate of 6-1/2% per centum per annum, to be paid:

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 northeasterly side of Brookside Avenue (formerly Westview Road), and being known and designated as a portion of Lots Nos. 13 and 15, East Overbrook Land Company, according to a plat thereof recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book C at Page 274, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin 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 Briarcliff Drive (formerly Central Street), and running thence with the line of said alley, N. 42-35 E., 140 feet to an iron pin; thence N. 44-43 W., 50 feet to an iron pin; thence S. 42-35 W., 145 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.

This mortgage is junior in lien to that certain note and mortgage in favor of Cameron-Brown Company, recorded in the R. M. C. Office for Greenville on May 17, 1966, in Volume 1031 at page 181.

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.