

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE

APR 13 8 39 AM '77
OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Toy R. Todd and Lillie Mae Todd,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Julius D. Green

(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 Four Thousand, Two Hundred Fourteen and 87/100----- Dollars (\$ 4,214.87) due and payable in monthly installments of Fifty and No/100 (\$50.00) Dollars each, which amount includes interest at the rate of eight (8%) per cent per annum, beginning on May 12, 1972, and on the twelfth day of each and every month thereafter, payments to be applied first to interest and the balance to principal, until paid in full,

with interest thereon from date at the rate of eight 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, Butler Township, containing 0.55 acres, more or less, according to a plat made by W. N. Willis, Engineer, recorded in Plat Book AAA, Page 59, R. M. C. Office, Greenville County, S. C., and being known and designated on said plat as Lot No. 2 of the Clark Johnson Lands lying about three miles northwest of Pelham, being a portion of the lands conveyed to Clark Johnson and Ponease Johnson by Ethel Irene Sheppard Jones by deed dated October 13, 1941, recorded in Deed Book 238, Page 128, R. M. C. Office, Greenville County, S. C. Said lot begins on the Mimms Property at iron pin and runs thence N 29-36 E along Mimms Property for 53.6 feet to an iron pin at joint corner of Lots Nos. 2 and 3; thence along the joint line of Lots Nos. 2 and 3, S 52-20 E 334.4 feet to a nail in or near the center of a county highway known as the road to Mauldin; thence along that road, S 50-46 W 100 feet to another nail at the corner of Lots Nos. 1 and 2; thence along the joint line of Lots Nos. 1 and 2, N 44-00 W 307.4 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 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.