

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEC 14 4 42 PM '70  
DONALD S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jimmy Roger Tolley and Donna B. Tolley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Brooks R. Prince, Route #6, Box 606, Piedmont, South Carolina, 29673

(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 -----

Nine Thousand and No/100----- Dollars (\$ 9,000.00 ) due and payable  
six months from date;

with interest thereon from maturity at the rate of eight per centum per annum, to be paid: after maturity.

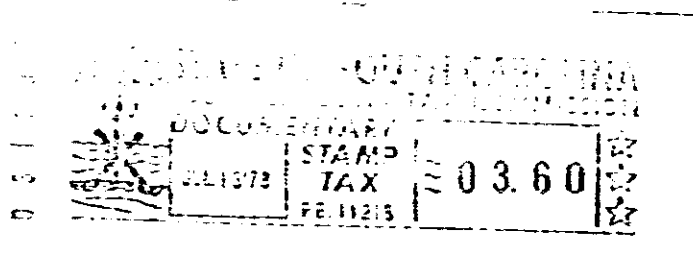
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 north side of Neal Circle, being shown and designated as Lot 3 on a plat of Map of North Acres near Greenville, S. C., Dec. 1952, recorded in the RMC Office for Greenville County in Plat Book EE, at Pages 12 and 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the north side of Neal Circle, joint front corner of Lots 3 and 4, and running thence along the said Neal Circle S 79-10 W 80 feet to a point; thence running N 10-50 W 100 feet to a point; thence running N 79-10 E 80 feet to a point; thence running along the common line of Lots 3 and 4 S 10-50 E 100 feet to the point of beginning.

This being the identical property conveyed to the mortgagors herein by deed of Paul S. Goldsmith recorded in the RMC Office for Greenville County in Deeds Book 904, Page 297, on December 10, 1970.



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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 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.

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