

DEC 1 12 42 PM 1952

MORTGAGE

WILLIE FARNSWORTH
R.M.C.

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

To ALL WHOM THESE PRESENTS MAY CONCERN:

We, James O. Tolbert and Betty K. Tolbert
Greenville, S.C.

, hereinafter called the Mortgagor, send(s) greetings: of

WHEREAS, the Mortgagor is well and truly indebted unto

Fidelity Federal Savings & Loan Association

organized and existing under the laws of South Carolina, a corporation hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Sixty-four Hundred and No 100 Dollars (\$ 6400.00), with interest from date at the rate of Four & One-fourth per centum (4 1/4 %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings & Loan Association in Greenville, S. C. or at such other place as the holder of the note may designate in writing, in monthly installments of Thirty-Nine and 68/100- - - - - Dollars (\$ 39.68), commencing on the first day of January, 19 52, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1972.

Now, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of GREENVILLE, State of South Carolina: in the City of Greenville, being known and designated as lot 361 as shown on a plat of Pleasant Valley, recorded in Plat Book P at Page 114, and being more particularly described according to a recent survey of J. C. Hill, as follows:

BEGINNING at an iron pin on the Southern side of Pacific Avenue, corner of lot 360, which pin is 60 feet East of the intersection of Pacific Avenue and Pasadena Avenue, and running thence with the South side of Pacific Avenue, N. 89-52 E. 60 feet to an iron pin, corner of lot 362; thence with line of said lot, S. 0-08 E. 160 feet to an iron pin; thence S. 89-52 W. 60 feet to an iron pin, rear corner of lot 360; thence with line of said lot, N. 0-08 W. 160 feet to the point of beginning.

Being the same premises conveyed to the mortgagors by Paul C. Dillard by deed to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

To HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the