

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED

MORTGAGE OF REAL ESTATE

BOOK 964 PAGE 41

JUL 2 2 40 PM '64

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, JAMES TOLBERT AND ANNIE LUE TOLBERT,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Alma M. Fox

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

----- Dollars (\$ 4,500.00) due and payable in monthly installments of Sixty-Four and 42/100 (\$64.42) Dollars each, the first such installment to begin on the 1st day of August, 1964, and a like payment of Sixty-Four and 42/100 (\$64.42) Dollars to be due and payable on the 1st day of each and every month thereafter until paid in full. Payments to apply first to interest and then to reduction of principal, with interest thereon from date at the rate of seven per centum per annum, to be paid: monthly, as above set forth.

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, in Austin Township, situate, lying and being on the South side of the Old Laurens Road and, according to plat of property of James Tolbert and Annie Lue Tolbert prepared in August of 1960, by J. Mac Richardson, R.L.S., containing 1.85 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of the Old Laurens Road shown on said plat being the joint front corner with property of James M. Tolbert; running thence S. 18-51 W. 505.9 feet to an iron pin; thence N. 64-31 W. 171.4 feet to an iron pin at the joint back corner with Lot No. 2; thence N. 23-51 E. 502.3 feet along the line of Lot No. 2 to an iron pin on the South side of the Old Laurens Road; thence S. 67-14 E. 150.6 feet along the South side of the Old Laurens Road to the point of beginning.

Together with all and singular rights, members, herditaments, 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.

16th JUL 2 80
12:42 P M. NO. 22135

69 1093