

FILED GREENVILLE CO. S. C. MAR 12 2 56 PM '69 OLLIE FARNSWORTH R. M. C.

MORTGAGE OF REAL ESTATE - Office of Leatherwood, Wilkes, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES M. TOLBERT, (hereinafter referred to as Mortgagor) is well and truly indebted unto my son, JAMES TOLBERT,

(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 One Thousand Two Hundred Sixty-Four and No/100-----Dollars (\$ 1,264.00) due and payable on demand without interest.

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

All of that tract of land situate in Austin township in the County and State aforesaid beginning at a iron pin in joint corners of Lots 1, 2, and the Will Austin property and runs thence N. 68.15 E. 9.97 to a stone; thence S. 15.30 W. along the Will Austin line 9.35 to a stone; thence N. 80 E. 3.46 to a stone; thence S. 7 W. 5.55 to a point on the Laurel Creek; thence down the meanders of said creek 4.01 to a stake; thence N. 85.30 E. 6.35 to a black gum; thence N. 12.45 E. 12.10 to an iron pin; thence N. 48 W. .80 to the beginning corner containing 14.25 acres more or less and being known as traet No. 1 on a survey of the W. M. Garrett land as made by W. J. Riddle in February, 1930, to which reference is made as a part hereof. See Deed Book 93, Page 249.

ALSO all that piece, parcel or lot of land situated, lying and being in Austin Township, County and State aforesaid, and being known and designated as Lot No. 5 on a map of survey made by W. J. Riddle and dated February, 1930, of the estate of W. M. Garrett and more fully described as follows:

BEGINNING at a white oak stump and running thence S. 18.30 W. 6.66 chains to a stake; thence N. 86.30 E. 8.14 to a stake; thence N. 5 W. 6.39 to a stake; thence S. 86.45 W. 6.65 to the beginning and containing five (5) acres more or less.

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 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.

Paid and satisfied this 5th day of August 1970.
James Tolbert
Witness Diane S. Jamerson
R. Wilbur Jr.

SATISFIED AND CANCELLED OF RECORD
6 DAY OF Aug 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:20 O'CLOCK A. M. NO. 2966