

FILED  
GREENVILLE CO. S. C.  
MORTGAGE OF REAL ESTATE—Munn, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
OCT 19 2 11 PM '70  
BOOK 1169 PAGE 575  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
OLIVE FARNSWORTH  
R. M. C.

WHEREAS, We, Eugene Tolley and Louise E. Tolley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Wm. Goldsmith Co.

(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 SEVEN HUNDRED FIFTY AND NO/100-----b----- Dollars (\$ 4,750.00 ) due and payable

on or before December 22, 1970.

with interest thereon from date at the rate of zero (0) per centum per annum, to be paid: none.

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, near the City of Greenville, in Gantt Township, on the easterly side of Barwood Circle, and being known and designated as Lot 35 as shown on plat entitled "Barwood" prepared by Piedmont Engineers & Architects, dated August 28, 1968, and recorded in the RMC Office for Greenville County in Plat Book 00, at Page 33, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Barwood Circle at the joint front corner of Lots 34 and 35, and running thence with the line of Lot 34 N. 58-29 E. 226.9 feet to an iron pin at the joint rear corner of Lots 31 and 30; thence with the rear line of Lot 30 S. 31-31 E. 95 feet to an iron pin at the joint rear corner of Lots 35 and 36; thence with the line of Lot 36 S. 58-29 W. 226.9 feet to an iron pin on the easterly side of Barwood Circle; thence with the easterly side of Barwood Circle N. 31-31 W. 95 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 867, at Page 613.

This mortgage is junior and subordinate to that certain mortgage in favor of Carolina Federal Savings & Loan Association in the original amount of \$14,250.00, recorded in the RMC Office for Greenville County in Mortgage Book 1125, at Page 399, on May 12, 1969.

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 in full and satisfied April 7, 1971.*  
*Wm. Goldsmith Co.*  
*By Paul S. Goldsmith Pres.*  
*Witness Sara H. Kay*  
*L. P. Nix*

SATISFIED AND CANCELLED OF RECORD  
18 DAY OF June 1971  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 2:40 O'CLOCK P. M. NO. 30885