

Nov 2 3 53 PM '70

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH

BOOK 1171 PAGE 333

STATE OF SOUTH CAROLINA R. M. C.

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Clarence E. Tolly and George Fred Tolly

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. C. Porter and R. P. Porter

(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

Fourteen Thousand Five Hundred and no/100ths-----Dollars (\$ 14, 500. 00) due and payable

in monthly installments of One Hundred Forty One and 50/100ths (\$141. 50) Dollars beginning on the 30 day of November and continuing on the 30 day of each succeeding month thereafter until paid in full, payment to be applied first to interest and then to principal with full right of anticipation without penalty at any time.

with interest thereon from date at the rate of .6% per centum per annum, to be paid:

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, and being shown as Lot Nos. 1 and 2 on a plat of "Property of J. C. Porter and Rufus Porter" prepared October 26, 1970 by Robert R. Spearman, Reg. L.S., and having according to said plat the following metes and bounds:

BEGINNING at a point in Anderson Road near the northwestern corner of the intersection of Honour Street and Anderson Road and running thence with Honour Street N. 55-40 W. 100. 0 feet to a point at the front corner of Lot No. 3; thence N. 40-40 E. 100. 8 feet to a point at the rear corner of Lot No. 3; thence S. 49-52 E. 114. 0 feet to a point in Anderson Road; thence S. 41-50 W. 92. 0 feet to the point of beginning.

This is the same property conveyed to J. C. Porter and W. H. Porter by deed of J. A. Lunsford dated March 7, 1946 and recorded March 11, 1946 in Deed Book 288 at Page 351 in the RMC Office for Greenville County. W. H. Porter subsequently conveyed his interest to the grantees herein by deeds dated May 25, 1950 and December 28, 1954 recorded in Deed Book 410 at Page 331 and Deed Book 516 at Page 71 respectively, in the RMC Office for Greenville, South Carolina.

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.