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BOOK 1189 PAGE 355

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Floyd J. Simmons and Nellie S. Vaughan, are

(hereinafter referred to as Mortgagor) well and truly indebted unto

Edward T. Tolliver and Patricia Ann Tolliver

(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 and No/100-----

-----Dollars (\$ 1,000.00) due and payable

Due and payable on or before July 10, 1971,

with interest thereon from date at the rate of ----- 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, in Greenville Township, on the northern side of Cottingham Street near Monaghan Subdivision, Greenville, S. C., "made by Piedmont Engineering Service, Greenville, S. C., August 9, 1954, recorded in the R. M. C. Office for Greenville County in Plat Book GG at pages 86 and 87 and according to said plat, having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northern side of Cottingham Street at the joint front corner of Lots Nos. 38 and 39 and running thence with the common line of the said two lots, N. 13-28 W. 150 feet to an iron pin; thence N. 76-32 E. 75 feet to an iron pin at the joint rear corner of Lots Nos. 37 and 38; thence with the common line of said two lots, S. 13-28 E. 150 feet to an iron pin on the northern side of Cottingham Street; thence with the northern side of Cottingham Street, S. 76-32 W. 72 feet to an iron pin, point of beginning;

It is understood and agreed that this mortgage is junior in lien to that certain mortgage this day given to First Federal Savings and Loan Association in the sum of \$12,900.00.

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