

MORTGAGE OF REAL ESTATE - GREENVILLE, S. C. Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } (Dec 9 4 19 PM '71) MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, ROBERT R. TOOTHMAN AND BONNIE M. TOOTHMAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto BARBARA B. SELVY

(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

Three Thousand and No/100 Dollars (\$ 3,000.00) due and payable

ninety (90) days from date

~~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:~~

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, City of Greenville, shown as Lot 34 on a Plat entitled Section F, Gower Estates, recorded in the R.M.C. Office for Greenville County in Plat Book JJJ, at page 99 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Charlbury Street, joint corner of Lots 33 and 34, and running thence S. 70-06 W. 180.4 feet; thence S. 3-33 W. 77.7 feet to Lacey Avenue; thence along Lacey Avenue, S. 69-48 E. 180 feet; thence with the curve of Lacey Avenue and Charlbury Street, the chord of which is N. 55-08 E. 45.5 feet; thence with the curve of Charlbury Street, the chord of which is N. 1-29 E. 80.9 feet; thence along Charlbury Street, N. 19-50 W. 100 feet to the beginning point.

This is a second mortgage junior in priority to that mortgage in favor of Fidelity Federal Savings and Loan Association recorded in Mortgage Book 1020, at page 546.

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.