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

BOOK 1249 PAGE 631

STATE OF SOUTH CAROLINA

SEP 20 4 55 PM '72

COUNTY OF GREENVILLE

ELIZABETH RIDDLE
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CLARENCE E. TOLLY AND GEORGE F. TOLLY, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto PERRY S. LUTHI, AS TRUSTEE

(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 THIRTY-NINE THOUSAND TWO HUNDRED FIFTY AND NO/100

Dollars (\$ 39,250.00) due and payable
in equal, successive monthly installments in the amount of \$ 375.10 each, commencing
November 1, 1972, and on the first day of each month thereafter until paid in full, pay-
ments to be applied first to interest and then to principal.

with interest thereon from _____ date at the rate of eight per centum per annum, to be paid: monthly

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, on the eastern side of White Horse Road, being shown on a plat entitled "Plat of a Portion of Property of Perry S. Luthi, Trustee", dated August 16, 1972, prepared by Robert R. Spearman, Registered Surveyor 3615, which plat is recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 44, at Page 117, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of the right of Way of White Horse Road at a point 521.7 feet north of the intersection of Rangeview Circle and running thence along the right of way of the eastern side of White Horse Road, N. 10-04 W. 100 feet to an iron pin; thence continuing N. 76-30 E. 442.2 feet to an iron pin; thence S. 16-00 E. 100.0 feet to a point; running thence S. 76-31 W. 454.5 feet to an iron pin on the eastern side of the right of way of White Horse Road, the beginning corner.

This is a second mortgage, to be junior in lien to a first mortgage on the above described property executed this date by the mortgagors to First Federal Savings and Loan Association of Greenville, South Carolina, in the principal amount of \$35,000.00.

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.