

FILED
GREENVILLE CO. S. C.

BOOK 1264 PAGE 633

JAN 25 3 36 PM '73

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

First Mortgage on Real Estate
REGULATION NO. 22
COMPLIED WITH
W. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Robert Horne Tolbert, Jr.

and Ann C. Tolbert

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of **Thirty Three Thousand Two Hundred and no/100ths-----** DOLLARS

(\$ 33,200.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 30 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, on the Southern side of Merrifield Court, being known and designated as Lot No. 83 as shown on a plat of Merrifield Park, prepared by C. O. Riddle, R.L.S., dated October, 1967, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 000 at page 177, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Merrifield Court at the joint corner of Lots Nos. 83 and 84 and running thence with the line of Lot No. 84, S. 22-30 E. 160.1 feet to an iron pin in the rear line of Lot No. 86; thence with the rear lines of Lots Nos. 86, 87 and 88, N. 79-25 W. 224 feet to an iron pin in the subdivision property line; thence with the line of said subdivision property line, N. 41-10 W. 235.1 feet to an iron pin, the Southern edge of Merrifield Court; thence with the curve of the Southern edge of Merrifield Court, the chord of which is S. 18-50 W. 50 feet to an iron pin; thence continuing with the curve of the Southern edge of Merrifield Court, the chord of which is S. 87-19 W. 62.3 feet to an iron pin; thence still continuing with the Southern edge of Merrifield Court, S. 67-30 W. 52.1 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of M. G. Proffitt, Inc., dated January 25, 1973, and to be recorded herewith in the R. M. C. Office for Greenville County, South Carolina.

TOGETHER with all the right, title and interest of the mortgagors herein in and to the premises ^{lying between the premises} hereinabove described and Merrifield**
Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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

**Court as the same may be re-located.