

REGULATION NO. 22
COMPLIED WITH

MAR 16 10 41 AM '73
DONNIE S. TANKERSLEY
R.H.C.

BOOK 1269 PAGE 715

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, William S. Toussaint and Kathryn A. Ballard,

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

William T. Fowler and Anna T. Fowler

(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

Four Thousand and No/100----- Dollars (\$ 4,000.00) due and payable

in four equal annual installments of \$1,000.00 each, beginning on
March 15, 1974, and continuing each year on the same date until
paid in full,

with interest thereon from _____ date _____ at the rate of SIX per centum per annum, to be paid: annually.

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 O'Neal Township, containing 20 acres,

more or less, as shown on property of William T. Fowler plat prepared by John A. Simmons, R. L. S., June 12, 1970; recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4E, at Page 83, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a stone on the northern side of a dirt road, 136.8 feet east of Few's Bridge Road, and running thence, N. 52-00 W. 829.6 feet to a stone; thence, S. 37-00 W. 554.4 feet to a stone; thence, S. 5-00 W. 582.8 feet to a stone; thence running in an easterly direction 1239.5 feet, crossing Few's Bridge Road to an iron pin on a dirt road; thence, N. 11-00 W. 605.2 feet to a stone; thence, S. 57-00 W. 138.6 feet to a stone on the northern side of a dirt road, the point of beginning.

This mortgage is junior in rank to the mortgage given of even date herewith to First Federal Savings & Loan Association covering the above-described property, said mortgage being in the amount of \$32,000.00,

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 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.