

GREENVILLE, S. C.

JUL 26 10 11 AM '73

BOOK 1285 PAGE 679

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, CHARLES DOUGLAS HYATT AND CYNTHIA BEALL HYATT

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLARENCE E. TOLLY AND GEORGE FRED TOLLY

(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 Four Hundred Sixty-eight and 96/100 Dollars (\$ 3,468.96 ) due and payable

in full, without interest, 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:~~

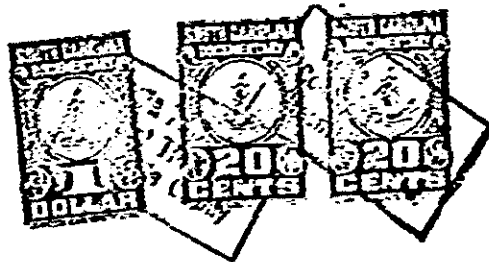
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:  
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the 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, situate, lying and being in the State of South Carolina, County of Greenville, and being shown as Lot Nos. 1 and 2 on a plat of "Property of J. C. Porter and Rufus Porter" prepared October 26, 1970 by Robert R. Spearman, Reg. L. S., and having according to said plat the following metes and bounds:~~

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being shown as Lot Nos. 1 and 2 on a plat of "Property of J. C. Porter and Rufus Porter" prepared October 26, 1970 by Robert R. Spearman, Reg. L. S., and having according to said plat the following metes and bounds:

BEGINNING at a point in Anderson Road near the northwestern corner of the intersection of Honour Street and Anderson Road and running thence with Honour Street N. 55-40 W. 100.0 feet to a point at the front corner of Lot No. 3; thence N. 40-40 E. 100.8 feet to a point at the rear corner of Lot No. 3; thence S. 49-52 E. 114.0 feet to a point in Anderson Road; thence S. 41-50 W. 92.0 feet to the point of beginning.

This is a second mortgage, to be junior in lien to mortgage recorded in Real Estate Mortgage Book 1171, at Page 333.



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, or later 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 hereon, from and against the Mortgagor and all persons whosoever lawfully claiming the same or any part thereof.

4328 N.Y.