MORTGAGE OF REAL ESTATE — Thomas C. Brissey, Attorney at Law, 110 Manly St., Greenville, S C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, C. Dan Joyner

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mark B. Tolbert

(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 Forty-Six Thousand Five Hundred and No/100---------- Dollars ($ 46,500.00) due and payable

at the rate of $9,300.00 per year for a period of five years beginning one year from date with the right to anticipate payment in full at any time without penalty together with interest at the rate of 8% on the declining unpaid balance payable annually.

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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, on the eastern side of Cleveland Street, containing 15 acres, more or less, and being that same property conveyed to the Mortgagor by the Mortgagee on April 30, 1975 by deed recorded in the RMC Office for Greenville County in Deed Book at Page and having such metes and bounds as shown thereon, reference to said deed being made for a more complete description.

Mortgagee herein agrees to release from the lien of this mortgage any portion of the mortgaged premises upon payment to the Mortgagee of a sum equal to $4,333.33 per acre for the property sought to be released.

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 successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove conveyed 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.

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