

MORTGAGE OF REAL ESTATE.

State of South Carolina

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
JUL 16 11 44 AM '76  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1373 PAGE 4

To All Whom These Presents May Concern:

I, Danny Ray Tooley

SEND GREETING:

WHEREAS, I the said Danny Ray Tooley

in and by my certain promissory note in writing of even date with these Presents, as well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Twelve Thousand Five Hundred and No/100 ----- (\$ 12,500.00 ) Dollars, with interest from the date hereof at the rate of nine per cent ( 9 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of One Hundred Twenty six and 79/100 ---

----- (\$ 12679 ) Dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That I the said Danny Ray Tooley

, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to me the said mortgagor in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the North side of the Milford Church Road near Milford Baptist Church, in O'Neal Township, and being shown and designated as the Tate lot and part of lot No. 11 of the W. Dennis Smith Subdivision as shown on plat made by H. S. Brockman, surveyor, dated Aug. 15, 1959, and which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "TT" page 17, and having the following courses and distances, to wit:

BEGINNING at a point in said road and which point is S. 83-14 W., 100 feet from the joint corner (front) of lots Nos. 11 and 12 of the W. Dennis Smith Subdivision as shown on said plat, and running thence from said point and with said road S. 83-14 W., 80 feet to a nail in said road and the Northeast intersection of Milford Drive and with said highway; thence with the East side of Milford Drive N. 5-28 W., 187.8 feet to an iron pin located at the Southwest corner of lot No. 10 on said plat; thence N. 82-17 E., 80 feet to the Northwest corner of the lot which W. Dennis Smith conveyed to Charles E. Hinkle and Mary M. Hinkle by deed recorded in deed book 685 page 211; thence with the western property line of said Hinkle lot S. 5-28 E., 189 feet to the beginning corner. This is the same conveyed to William K. Wilson, Jr. and Joanne S. Wilson by deed recorded in deed book 906 page 536, Greenville County R. M. C. Office,

This is the same as conveyed to me by William K. Wilson, Jr. and Joanne S. Wilson by deed dated July 15, 1976 to be recorded in the R. M. C. Office for Greenville County.



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