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BOOK 1373 PAGE 164

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, I, Milford E. Tollison

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

FIVE THOUSAND, TWO HUNDRED THIRTY SEVEN AND 28/100 Dollars (\$ 5,237.28) due and payable in Forty-Eight (48) Monthly Installments of \$109.11, commencing on the 15th day of September, 1976 and on the same date of each successive month thereafter until paid in full

with interest thereon from _____ date _____ Annual at the rate of 12.67% per centum per annum, to be paid: monthly

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 Austin Township, and being known and designated as the Greater Portion of LOT NO. 6 of the property known as "CONESTEE" as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book K, at page 276 and being on the South side of Fourth Avenue.

BEGINNING at a point on the South side of Fourth Avenue, which point is 10 feet from the joint front corner of Lots 6 and 7 and running thence with the South side of Fourth Avenue South 61-20 East 75 feet to the joint corner of Lots 5 and 6; thence South 28-10 West 75 feet to joint corner of Lots 4 and 5; thence with line of Lots 3 and 4, South 50-20 West 107.6 feet to joint rear corner of Lots 6 and 3; thence with line of Lot No. 2, North 61-20 West 45 feet to joint corner of Lots 6 and 7; thence with new line in a Northeasterly direction 175 feet, more or less, to the point of beginning and being all of Lot No. 6, EXCEPT a 10-foot strip which is triangular in shape.

This being the same property conveyed to Milford E. Tollison by deed of Mrs. Elmer Tollison dated Oct. 12, 1953 and recorded in the RMC Office for Greenville County in Deed Book 487, at page 180.



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.

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