

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1379 PAGE 345
MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, TOBIE ALLEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.E. POTTS

(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

Fifty-Three Thousand Two Hundred Fifty and no/100 Dollars (\$ 53,250.00) due and payable in five (5) equal annual installments

with interest thereon from date at the rate of 8 per centum per annum, to be paid: on the unpaid balance with the annual payments.

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, Butler Township, located east of Ridge Road and fronting on Duvall Drive, with the point of beginning at the center line of Duvall Drive, thence N. 30 W. 130 ft. to a point; thence N. 17-15 W. 165.7 ft. to an iron pin at the corner of lot no. 4; thence N. 64-20 E. 178 ft. to an iron pin; thence S. 25-40 E. 209 ft. to a point in the center of Duvall Dr.; thence along the line of said road S. 40-30 W. 209 ft. to the point of beginning, said line following the center of the road and the curvature thereof. Being the same as that designated on the 1976 tax maps for Greenville County as 272-1-15A; 272-1-15B; and 272-1-15.3.

This being the same property heretofore conveyed to the Grantor herein by Lois F. Payne by Deed dated September 6, 1962, and recorded on September 14, 1962 in the office of the RMC in Deed Book 706 at page 484.



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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