

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA SEP 2 8 42 AM '77 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE BONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Luther and Notie V. Toler

(hereinafter referred to as Mortgagor) is well and truly indebted unto

B. L. and Lou Mae G. Elder

(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

Twenty Thousand and no/100 - - - - - Dollars (\$20,000.00) due and payable

by January 2, 1978

with interest thereon from date at the rate of 5 - 1/4 per centum per annum, to be paid: annually

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, Gantt Township, being known and designated as Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of a subdivision known as Shady Grove and reference thereof is craved for a more particular description.

Lots 3 and 6 are the identical property conveyed to the Mortgagees herein by deed of G. F. Thompson, dated January 2, 1954 and recorded in the RMC Office for Greenville County in Book 491 at Page 289. Lots 4 and 5 are the identical property conveyed to the Mortgagees herein by deed of G. F. Thompson, dated November 18, 1953 and recorded in the RMC Office for Greenville County in Book 489 at Page 175. Lots 7, 8 and 9 are a portion of the property conveyed to the Mortgagees herein by deed of John W. Mulkey and Helen F. Mulkey, dated March 28, 1966, and recorded in the Office of the RMC for Greenville County in Book 795 at page 11; and Lot 10 is the identical property conveyed to the Mortgagees herein by deed of William R. Adamson and Mary Kathryn Adamson, dated November 3, 1970, and recorded in the Office of the RMC for Greenville County in Book 901 at Page 648. Lots 11, 12 and 13 is the identical property conveyed to William H. Millen and Gladys E. Millen by deed of W. L. Gentry and Linda E. Gentry, dated May 6, 1971, and recorded in the RMC Office for Greenville County in Book 914 at page 337.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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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