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Mauldin, SC 29662

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE FILED
APR 21 3 01 PM '81
DONNIE B. TANKERSLEY, C.J.R.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PAUL RAYMOND TOMLINSON, JR. AND DALPHNA (THOMASON) TOMLINSON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto EVELYN N. GARRETT

(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 TWO THOUSAND SEVEN HUNDRED TWENTY & NO/100 Dollars (\$ 22,720.00) due and payable pursuant to note dated May 21, 1979, executed by George O'Shields Builders, Inc., which debt the mortgagors herein acknowledge and agree to the balance due at this date being \$22,720.00 plus interest with the next payment due thereon of principal and interest May 21, 1981.

with interest thereon from May 21, 1980, at the rate of nine(9) per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereinafter 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, Town of Mauldin, being known and design, ated as Lot Number 9 in accordance with plat of J. W. Whitt dated April, 1957, made by C. O. Riddle and recorded in the RMC Office for Greenville County, being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the southern side of Pleasant Drive, joint front corner of lots 8 and 9 and running thence S. 29-45 E., 130 feet to an iron pin; thence N. 60-15 E., 80.4 feet to an iron pin; thence N. 29-45 W. 130 feet to an iron pin on the southern side of Pleasant Drive; thence along Pleasant Drive S. 60-15 W., 80.4 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of J. W. Whitt dated the 12th day of October, 1967, and recorded in the RMC Office for Greenville County, South Carolina, in deed volume 131, at page 521.

It is understood and agreed that the mortgagors herein and any purchaser of the security property herein cannot prepay the debt above mentioned without the consent of the holder of the mortgage.

The purpose of this mortgage is to substitute the security as shown on mortgage to Evelyn N. Garrett, dated May 21, 1979, and recorded May 22, 1979, in the RMC Office for Greenville, South Carolina, in mortgage book 1467, at page 366. All other terms of this said mortgage are to remain the same.

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RMC OFFICE
GREENVILLE, S.C.

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.

4. 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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