

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

PM '82

MORTGAGE OF REAL ESTATE

WITNESSEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Donnie B. Fleming and Joyce S. Fleming

(hereinafter referred to as Mortgagor) is well and truly indebted unto William Gary Tollison, P. O. Box 465, Marietta, S. C. 29661

(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

Four Thousand and 00/100 ----- Dollars (\$ 4,000.00) due and payable in four annual installments consisting of \$1,000.00 each, plus interest on the unpaid balance, commencing on one year from date until paid,

with interest thereon from date at the rate of 10.0% 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, being known and designated as Lots 65, 66, and 67 on Plat of Property of E. M. Wharton, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "F", at Page 206, and having, according to a survey by R. B. Bruce, RLS #1952, dated February 13, 1976, the following metes and bounds, to-wit:

BEGINNING at a point on Mill Street (formerly Wood Street) joint front corner of Lots 64 and 65, and running thence with the common line of said lots, N. 60-16 E. 135.7 feet to a point, joint rear corner of said lots; thence turning and running S. 43-08 E. 77.1 feet to a point, joint rear corner of Lots 67 and 68; thence turning and running with the common line of said lots, S. 60-16 W. 153.4 feet to a point on Mill Street, joint front corner of said lots; thence turning and running with Mill Street N. 29-44 W. 75 feet to the beginning corner.

DERIVATION: This being the same property conveyed to the mortgagors by the mortgagee this date, said deed to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1191, at Page 706.

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GREENVILLE COUNTY, SOUTH CAROLINA
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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 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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