

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS we, Gary A. Johnson and Phyllis T. Johnson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Richard I. Tollison, Jr.

(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

EIGHT THOUSAND AND NO/100 Dollars (\$ 8,000.00 ) due and payable

in monthly payments of \$128.72 per month, commencing one month from date and continuing at the rate of \$128.72 per month for a period of seven years from date at which time the unpaid balance becomes due, with each payment applied first to interest and balance to principal with the right to anticipate the whole amount or any part thereof at any time with interest thereon from date at the rate of 9% per centum per annum, to be paid: Monthly

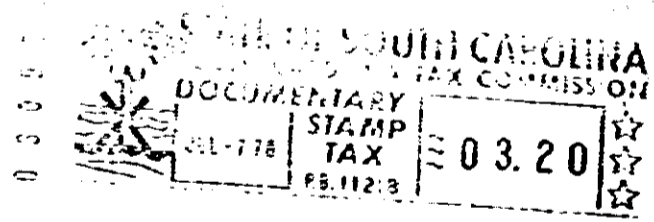
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Mortgagee in hand well and truly paid by the Mortgagor 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 as shown on plat of property of John R. Rainey made by C. O. Riddle, Engr. dated April 28, 1978 and containing 2.96 Acres according to said plat and having the following metes and bounds as shown thereon:

BEGINNING at an iron pin in County Road and running thence North 2-00 West 556.38 feet to an old iron pin and stone; running thence South 40-09 East 12.35 feet; running thence South 41-45 East 399.34 feet to an iron pin; running thence South 41-57 East 312.57 feet to old iron pin in the approximate center of S. C. Road No. 84; running thence South 88-00 West through a County Road 463.66 feet to an iron pin, the beginning corner.

This being the same property conveyed to the above Mortgagors by deed of John R. Rainey recorded simultaneously with this mortgage, on July 7, 1978.



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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 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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