FILED CREENVILLE CO. S. C.

Oct 5 12 55 FH '73 DONNIE S. TANKERSLEY R.H.C. BER 1292 FAST 449

FIRST FIRST

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

ALBERT W. TONEY and LINDA A. TONEY

paid, to be due and payable 30 years after date, and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and impaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgager, or any stipulations set out in this mortgager, the whole amount due thereunder shall at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortzagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of times, insurance premions, repain, or for any other purpose;

NOW. KNOW ALL MEN. That the Martgagor, in consideration of said debt and to secure the payment thereof and any further same which may be advanced by the Mortgagor in the Mortgagor's account, and also in consideration of the same of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, its excessors and assigns, the following described real estate:

All that certain piece, careed, or lot of land with all improvements thereon, or breafter to be constructed thereon, situate, bing and leing MYMMEXEXECUTION on the northeastern side of Third Day Street near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 42 as shown on a plat of Canterbury Subdivision, Section II, prepared by Heaner Engineering Co., Inc., dated July 17, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R at page 32, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Third Day Street at the joint front corner of Lots Nos. 42 and 43 and running thence with the line of Lot No. 43 N. 55-18-58 E. 140 feet to an iron pin in the line of Lot No. 28; thence with the line of Lots Nos. 28 and 29 S. 21-54-05 E. 100.62 feet to an iron pin at the joint rear corner of Lots Nos. 41 and 42; thence with the line of Lot No. 41 S. 70-22-55 W. 128.72 feet to an iron pin on the northeastern side of Third Day Street; thence with the curve of the northeastern side of Third Day Street, the chord of which is N. 28-53-39 W. 65 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Fortis Enterprises, Inc., dated October 4, 1973, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

