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First Mortgage on Real Estate

Joy 10 2 19 PH '77 DONNIE S. TANKERSLEY

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: EUGENE TOLLEY AND LOUISE E. TOLLEY

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty Two Thousand Four Hundred and No/100-----

), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said (\$ 22,400.00 note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 Creenville, being about three miles North of the City of Greenville, and being Lot 239 of a tract of land known as The Colonia Company Tract, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of North Franklin Road, joint corner of Lots 239 and 240, and running thence with joint line of said Lots 239 and 240 N. 57-02 W., 200 feet to an iron pin, joint corner of Lots 239 and 240; thence S. 32-58 W., 65 feet to an iron pin, joint corner of Lots 238 and 239; thence with joint line of Lots 238 and 239 S. 57-02 E., 200 feet to an iron pin, joint corner of Lots 238 and 239, and being on the West side of North Franklin Road; thence with the West side of North Franklin Road N. 32-58 E., 65 feet to the beginning corner, joint corner of Lots 239 and 240, as shown by plat made by Dalton in 1928.

ALSO: All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, about three miles North of the City of Greenville, and being Lot No. 240 of a tract of land known as the Colonia Company Tract and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Franklin Road, joint corner of Lots Nos. 240 and 241, running thence N. 57-02 W., 200 feet to an iron pin; thence S. 32-58 W., 65 feet to a corner of Lot No. 239; thence S. 57-02 E., 200 feet to an iron pin on Franklin Road; thence along the West side of said Franklin Road N. 32-58 E., 65 feet to the beginning corner, as shown by plat of Dalton & Neves, Engineers, recorded in the Office of R.M.C. for Greenville County.

This is the same property conveyed to the mortgagors by deed of Jerden Styles recorded in the R.M.C. Office for Greenville County on June 16 , 1977, in Deed Book 1058 Page 307

DOCUMENTARY

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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