

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

SEP 25 11 56 AM 1964

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 973 PAGE 241

WHEREAS, We, Thomas B. Sudduth and Avis Bowers Sudduth

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert L. Burns

(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, Five Hundred and no/100--

Dollars (\$ 4,500.00) due and payable in equal monthly installments of Fifty (\$50.00) Dollars each, the first installment to be due and payable on the 25th day of October 1964, and a like installment to become due on the 25th day of each and every month thereafter until this mortgage has been paid in full, and each Fifty (\$50.00) Dollar monthly payment shall be applied first to interest on this indebtedness, and the balance to the principal with interest thereon from date at the rate of Six 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 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, in Highland Township, containing one acre, more or less, and according to plat recorded in the RMC Office for Greenville County, S. C. in Plat Book ___ at page ___, having the following metes and bounds, to-wit:

BEGINNING at a point on the South bank of Tugaloo Road and running thence N. 73 E. to an iron pin; thence S. 16 E. 2.15 chs.; thence N. 95 E. 50 links to an iron pin; thence N. 35 E. 5.00 chs. to an iron pin; thence N. 25 W. to point on South bank of said Tugaloo Road; thence with said Road in a Southwesterly direction to the point of beginning, and being all of the property on the South side of Tugaloo Road conveyed to the mortgagee herein by Dayton L. Tyler by deed of November 24, 1948, recorded in Vol. 367, page 270, RMC Office for Greenville County, S. C.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

*Cancelled
July 9, 1964
RMC*

*Set Book 176 page 1895
2-4-97*