800K 1116 PAGE 23

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Thomas L. Rutherford and Dorothy S. Rutherford

(hereinafter referred to as Mortgagor) is well and truly indebted un to

Fairlane Finance Co., Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory aste of even date herewith, the terms of which are incorporated herein by reference, in the sum of Four Thousand Three Hundred Twenty and 00/100 -----
Bellars (\$ 4320.00) due and payable

in forty eight (48) equal, monthly installments of \$90.00 each; the first installment being due and payable on the 25th day of February, 1969, with a like sum being due and payable on the 25th day of each succeeding calendar month thereafter, until the entire amount of interest and principal has been paid in full.

with interest thereon from Militia at the rate of

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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina on the Northwestern side of Balcome Boulevard and being known and designated as Lot No. 14 and part of Lot 13, plat of Lakewood as recorded in the R.M.C. Office for Greenville County in Plat Book "BBB" at page 181 and having such metes and bounds as shown thereon.

This mortgage is second to one to First Federal Savings and Loan Association, Greenville, S.C., as recorded in R.E. Mortgage Book 1075 at page 462.

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 thereform, 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 ferever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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FOR SATISFACTION TO THIS MORTGART SEE SATISFACTION BOOK 19 PAGE 621 31 Jan Det. 73