



BOOK 1116 PAGE 23

MORTGAGE OF REAL ESTATE BOOK 19 PAGE 621

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 unto Fairlane Finance Co., Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's preliminary note 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

Dollars @ 4320.00) due and payable

in forty eight (48) equal, monthly installments of \$90.00 each; the first installment being due

FAIRLANE FINANCE CO., INC.
2/9/73
DONNIE S. TANKERSLEY

RECORDING FEE
PAID \$ 1.00

11896

Donnie S. Tankersley
R.M.C.

OCT 31 10 44 AM '73
DONNIE S. TANKERSLEY
R.M.C.

GREENVILLE, TENN. OCT 5 1973

Together with all and singular rights, members, hereditaments, 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whatsoever lawfully claiming the same or any part thereof.