GREENVILLE CO. S. C.

## STATE OF SOUTH CAROLINA,

County of Greenville

JUL 5 11 47 AM 1960

## To all Whom These Presents May Concern:

OLLIE FAR W. AGRITH

WHEREAS we, Marvin W. Sullivan and Vivian W. Sullivan, of Greenville, are

Mozelle G. Shives, as Trustee for Courtney
in the full and just

well and truly indebted to /Shives and Fletcher Shives

sum of Five Thousand, Two Hundred and No/100 - - - - - - - (\$5,200.00) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: Sixty and No/100 - (\$60.00) Dollars on the first day of August, 1960, and Sixty and No/100 - (\$60.00) Dollars on the first day of each succeeding month thereafter until paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month, with the privilege of anticipating payment of the entire principal debt, or any part thereof, at any time prior to maturity,

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Marvin W. Sullivan and Vivian W. Sullivan

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mozelle G. Shives, as Trustee for Courtney Shives and Fletcher Shives, her successors and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, O'Neal Township, containing 2.4 acres, more or less, and having, according to a plat prepared by Terry T. Dill, Surveyor, January 19, 1957, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of State Park Road, and running thence along the southwest side of said State Park Road, S. 65-12 E. 375 feet to an iron pin; thence S. 40-10 W. 390 feet to an iron pin; thence N. 71-20 W. 110 feet to an iron pin; thence N. 2-02 E. 422 feet to the point of beginning; being the same conveyed to us by W. R. Crenshaw by deed of even date, to be recorded herewith.

Payments on the note secured by this mortgage shall be made into Fidelity Federal Savings and Loan Association, Account No. S 17287, and this mortgage is held upon all and the same trusts as set forth in the trust agreement applicable to said account.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Mozelle G. Shives, as trustee for Courtney Shives and Fletcher Shives, her successors and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, her successors are and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.