

MORTGAGE

GREENVILLE CO. S. C.

APR 1 3 45 PM 1963

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

OLLIE T. BARNWORTH
R. M. C.

To ALL WHOM THESE PRESENTS MAY CONCERN:

Thomas W. Tuten of
Greenville, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

C. DOUGLAS WILSON & CO.

, a corporation

organized and existing under the laws of South Carolina, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Ten Thousand, Six Hundred and No/100 - - - - - Dollars (\$ 10,600.00), with interest from date at the rate of five and one-fourth per centum (5-1/4 %) per annum until paid, said principal and interest being payable at the office of C. DOUGLAS WILSON & CO.

in Greenville, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Fifty-Eight and 62/100 - - - - - Dollars (\$ 58.62), commencing on the first day of June, 1963, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1993.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville, State of South Carolina:

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a portion of Lot 42 on a plat of Biltmore Subdivision prepared by Dalton & Neves, June 1954, and recorded in the R. M. C. Office for Greenville County in Plat Book Y, at Page 147 and also shown on a plat of Property of Thomas W. Tuten prepared April 1, 1963 by Carolina Engineering & Surveying Company and recorded in the R. M. C. Office for Greenville County in Plat Book WW at Page 463 and having, according to the last-mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Bear Grass Drive, joint front corner of Lots 42 and 43; running thence along the joint line of said lots, S. 75-14 E. 138.6 feet to an iron pin in the right-of-way of Highway I-385; thence along the right-of-way of Highway I-385, S. 15-23 W. 75 feet to an iron pin in the line of Lot 41; thence along the joint-line of Lots 42 and 41, N. 75-14 W. 137.8 feet to an iron pin on the eastern side of Bear Grass Drive, joint front corner of Lots 41 and 42; thence along the eastern side of said Bear Grass Drive, N. 14-46 E. 75 feet to the point of beginning.

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 equipment now or hereafter attached to or used in connection with the real estate herein described.

To HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.