

FILED
GREENVILLE CO. S. C.

BOOK 1288 PAGE 549

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 22 11 52 AM '73

MORTGAGE OF REAL ESTATE

SONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, JAMES C. STATES AND MARY H. STATES

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARTIN PAGE

(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

-----Five Thousand and No/100-----Dollars (\$ 5,000.00) due and payable

one year from date

with interest thereon from date at the rate of legal per centum per annum, to be paid: along with principal payments

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:

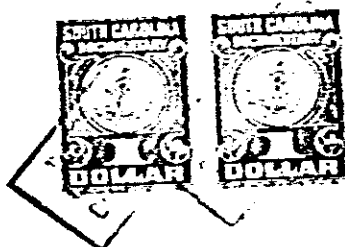
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the east side of Sunnydale Drive in Butler Township, Greenville County, South Carolina, being shown as the northern portion of Tract 5 on a plat of the Stewart Gresham Place made by W. M. Nash, surveyor, October 24, 1929, filed in the Office of the Clerk of Court for Greenville County, South Carolina, in Judgment Roll E-2324 and also being shown as Tract No. 2 on plat of property of F. Burl Curtis made by Campbell and Clarkson, surveyors, September 19, 1970, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Sunnydale Drive at the joint front corner of Tracts 1 and 2 and running thence along the line of Tract 1 N. 88-25 E. 1,175.4 feet to an iron pin; thence N. 0-45 E. 143 feet to a point in the center of a branch; thence along the center of the branch (the traverse line being N. 67-13 W. 1,122.6 feet) to a point in the center of said branch on the east side of Sunnydale Drive; thence along Sunnydale Drive S. 4-23 W. 650.8 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights-of-way, if any, effecting the above described property.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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.

0549

4328