

FILED
GREENVILLE CO. S. C.

BOOK 1438 PAGE 220

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 11 2 24 PM '78
W. S. TANKERSLEY
R.M.C.

**MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:**

WHEREAS, BILLY RAY SULLIVAN AND PATRICIA KAY SULLIVAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto **BANK OF TRAVELERS REST**

(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 **Twenty Thousand and No/100**

-----Dollars (\$ 20,000.00) due and payable

Two Hundred Seventeen and 61/100 Dollars (\$217.61) commencing on the 10th day of August, 1978 and on the 10th day of each and every month thereafter until paid in full.

with interest thereon from hereon at the rate of **9** per centum per annum, to be paid: **Monthly**

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, Bates Township, and appearing on plat prepared by Terry T. Dill on October 8, 1959, and being known as lot of Homer Ferguson and according to said plat, having the following metes and bounds, to-wit:

BEGINNING on the Eastern side of Clear View Road joint front corners of lands owned by or formerly owned by Hart and Garrett and running S. 63-18 E. 200 feet to an iron pin; thence S. 25-36 E. 297 feet to an iron pin; thence S. 35-13 W. 200 feet to an iron pin; thence N. 70-05 W. 188 feet to an iron pin; thence N. 29-20 E. 100 feet to an iron pin; thence N. 65-22 W. 224 feet to an iron pin on the Eastern side of Clear View Road; thence with Clear View Road N. 25-28 E. 310 feet to the beginning corner.

Derivation: J. Homer Ferguson, Deed Book 912, Page 501, recorded on April, 13, 1971.

At the opinion of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY
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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.

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