

RECORDED
4 40 PM '81
DONN...
R.H.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, MELVIN D. SUTTON AND MARY A. SUTTON
(hereinafter referred to as Mortgagor) is well and truly indebted unto UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION, 201 Trade Street, Fountain Inn, SC 29644
(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 eighty one and 04/100
..... Dollars (\$5,081.04) and payable
as set forth by note of mortgagors of even date

per note
with interest thereon from date at the rate of / per centum per annum, to be paid per note
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 for 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 Southern and Eastern sides of Knollwood Court, being shown and designated as Lot No. 1 and Lot No. 2 on a plat of Knollwood Court, Property of Fountain Inn Investors, Inc., made by R. B. Bruce, Surveyor, dated June 23, 1959, recorded in the RMC Office for Greenville County in Plat Book MM, Page 174, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the Southern side of Knollwood Court at the joint front corner of Lot No. 2 and Lot No. 3, and running thence with the common line of said lots, S. 34-55 W., 168.6 feet to a point; thence along the line of property now or formerly owned by Forrest M. Younts, N. 50-37 W., 90 feet to an iron pin at the joint rear corner of Lot No. 1 and Lot No. 2; thence along the rear line of Lot No. 1, N. 50-37 W., 104 feet to a point on the Eastern side of Knollwood Court; thence with the Eastern and Southern sides of Knollwood Court the following courses and distances: N. 41-58 E., 134 feet to a point; thence on a curve the chord being N. 68-56 E., 22.9 feet to a point; thence S. 57-05 E., 70 feet to a point; thence S.57-05 E., 89.5 feet to the point of beginning.

THIS is the same property conveyed to the Mortgagors by deed of Gerald R. Glur, dated April 20, 1979 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1101 at Page 272 on April 26, 1979.

THIS mortgage is third and junior in lien to that mortgage between Melvin D. Sutton and Mary A. Sutton to United Federal Savings and Loan Association as recorded in the RMC Office for Greenville County in Mortgage Book 1464 at Page 384 on April 26, 1979 and also that mortgage between Melvin D. Sutton and Mary A. Sutton to Gerald R. Glur as recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1464 at Page 388 on April 26, 1979.

Together with all and singular rights, members, herditaments, 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 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 and 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 that said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

609
609

4.0001

10402

4328 RV-2