

STATE OF SOUTH CAROLINA } FILED  
COUNTY OF Greenville } CO. S. C. MORTGAGE OF REAL ESTATE

OCT 9 10 45 AM '81 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS,

CHARLES A. RUSH

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

FURNITURE DEVELOPMENT COMPANY  
512 EAST NORTH ST.  
GREENVILLE S.C.

(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

Two thousand four hundred eighty-nine and 66/100 ----- Dollars (\$ 2,489.66 -- ) due and payable in monthly installments of \$100.00 per month. Mortgagor has privilege of pre-payment without penalty.

with interest thereon from date at the rate of 10.0 per centum per annum, to be paid: monthly in payment.

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 MY UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO 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, AT THE N.E. CORNER OF THE INTERSECTION OF CUNNINGHAM ROAD WITH LYNN DRIVE, BEING SHOWN AND DESIGNATED AS LOT #19 ON PLAT OF ROSEWOOD ACRES, SAID PLAT MADE BY TERRY T. DILL, SURVEYOR, DATED APRIL 22, 1960 AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA IN PLAT BOOK MM AT PAGE 154; AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:~~

ALL my undivided one-half (1/2) interest in and to 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, at the N.E. corner of the intersection of Cunningham Road with Lynn Drive, being shown and designated as Lot #19 on plat of Rosewood Acres, said plat made by Terry T. Dill, Surveyor, dated April 22, 1960 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book MM at page 154: and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Lynn Drive, at the joint front corner of Lots 19 and 21, and running thence along the common line of said lots S. 3-00 E. 100 feet to an iron pin thence along the common line of Lots 19 and 20 N. 86-19 W. 184.3 feet to an iron pin on the eastern side of Cunningham Road; thence along the Eastern side of Cunningham Road, N. 10-0 W. 71.0 feet to an iron pin; thence following the curve of Cunningham Road and Lynn Drive, the chord of which is N. 41-50 E. 39.3 feet to an iron pin on the Southern side of Lynn Drive; thence along the Southern side of Lynn Drive, S. 86-21 E. 168.0 feet to the point of BEGINNING.

This being the identical property conveyed to the mortgagor and Glenda A. Rush by deed of Marcelle F. Wagner, said deed recorded on April 9, 1980, in the RMC Office for Greenville County in Deed Book 1123 at page 690.

This mortgage is third in lien to that first mortgage given by Charles A. Rush and Glenda A. Rush to First Federal Savings and Loan, recorded on April 9, 1980, in Mortgage Book 1500 at page 307 in the original amount of \$41,311.66, and a second mortgage given by Charles A. Rush and Glenda A. Rush to United Virginia Mortgage Company in the original amount of \$4,800.00, said mortgage recorded in Mortgage Book 1500 at page 311, on April 9, 1980.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP  
OCT-31 1981  
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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 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 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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