

GREENVILLE CO. S. C.  
1-2-1980  
RECORDED

BOOK 1502 PAGE 744

BOOK 1335 PAGE 933

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

WHEREAS, FARON FALLAW AND WANDA T. FALLAW

hereinafter referred to as Mortgagor) is well and truly indebted unto **CARL L. STURKIE**

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 Five Hundred and No/100**

Dollars (\$ 2,500.00 ) due and payable

in accordance with terms of note of even date.

with interest thereon from            date            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 Mortgagee'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, Greenville Township, being known and designated as Lot 17, Sans Souci, surveyed by C. M. Hunter on May 20, 1940, and recorded in the R.M.C. Office for Greenville County in Plat Book I, Page 150, and having, according to said plat, the following metes and bounds, to-wit:**

BEGINNING at a point on the south side of Paris Mountain Avenue at the joint front corner of Lots 17 and 18 and running thence along the line of Lot 18 S. 6-06 E., 179.5 feet to a point; thence along the line of Lot 8 S. 80-00 W., 60 feet to a point; thence along the line of Lot 16 N. 6-10 W., 184.0 feet to a point on the south side of Paris Mountain Avenue; thence along the said Paris Mountain Avenue N. 84-28 E., 60 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage to C. Douglas Wilson & Company recorded in the RMC Office for Greenville County in Mortgage Book 1307 at Page 387 and re-recorded in Mortgage Book 1311 at Page 200, in the original amount of \$14,050.00 and having a present balance of \$13,956.48.

FOR MORTGAGE TO THIS ASSIGNMENT SEE REF BOOK 1335 - PAGE 933

ASSIGNMENT:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I, Carl O. Sturkie, incorrectly designated as Carl L. Sturkie by my attorney-in-fact Albert E. Sturkie, hereby assign and transfer the within mortgage and the note which it secures to Twin River Investment Company, its successors and assigns.

WITNESS my Hand and Seal this 5th day of October, 1979.

*Carl O. Sturkie*

CARL O. STURKIE (incorrectly designated as Carl L. Sturkie)

BY: *Albert E. Sturkie*

ALBERT E. STURKIE, ATTORNEY-IN-FACT

WITNESSES:

*Wanda T. Fallaw*  
*Faron Fallaw*

RECORDED **MAY 8 1980** at 3:11 P.M.



FILED  
MAY 8 3 33 PM '80  
GREENVILLE S.C.  
CLERK OF COURSE  
TWIN RIVER INVESTMENT COMPANY

MAY 8 1980

8th DAY OF May 1980  
RECORDED VOL 1502 PAGE 744  
3:11 P.M. BOOK NO. 32699  
*Dorrie S. Tankersley*

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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