First Mortgage on Real Estate

MORTGAGE

DONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GARY VINSON SUTTON

and ANNE BELL SUTTON

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

(\$9,750.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is five (5) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 western side of Holly Tree Lane being shown and designated as Lot No. 43 on Plat of Holly Tree Plantation, Phase 2, Section 2, prepared by the Piedmont Engineers and Architects, dated Jan. 10, 1974, recorded in Plat Book 5-D at Pages 47 and 48 and being described, according to said Plat, more particularly, to-wit:

BEGINNING at an iron pin on the western side of Holly Tree Lane at the joint front corner of Lots 42 and 43 and running thence along the common line of said lots N. 56-58 W. 130 feet to an iron pin at the joint rear corner of said lots; thence along the common line of Lots 43 and 44 N. 2-17 E. 98.13 feet to an iron pin in the cul de sac of Hollybrook Way; thence along the cul de sac N. 76-21 E. 20 feet to an iron pin; thence N. 50-23 E. 25 feet to an iron pin on the southern side of Hollybrook Way; thence S. 86-00 E. 119.25 feet to an iron pin at the intersection of Hollybrook Way and Holly Tree Lane; thence S. 34-20 E. 31.05 feet to an iron pin on the western side of Holly Tree Lane; thence along said lane S. 17-20 W. 20.6 feet to an iron pin; thence S. 22-04 W. 73.35 feet to an iron pin; thence S. 26-20 W. 64.8 feet to an iron pin; thence S. 38-02 W. 12.3 feet to an iron pin, the point of beginning.

The above described property was conveyed to the mortgagors by Deed of Holly Tree Plantation, a limited partnership, recorded August 25, 1976, in Deed Book 1041 at Page 793.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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