

STATE OF SOUTH CAROLINA

COUNTY OF

Greenville

FILED GREENVILLE CO. S.C.

MAY 6 11 12 AM 1968

BOOK 1091 PAGE 531

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard H. Case, William F. Case, Their Heirs and Assigns Forever:

(hereinafter referred to as Mortgagor) is well and truly indebted unto Floyd D. Cudd, Sr., His Heirs and assigns forever

(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 thirty nine and no Dollars (\$ 2539.00) due and payable

Twenty-five dollars (\$25.00) per month on the first day of each month commencing April 1, 1968

with interest thereon from date at the rate of 7% per centum per annum, to be paid:

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

All that certain piece, parcel or lot of land situated, lying, and being in the State and County aforesid, Oneal Township, lying on the east side of State Highway No. 14, and about three miles north from the city of Greer, S.C., near Mosteller's Mill, being known and designated as tract No. 7, on a Plat of Property made by the estate of Mamie Mosteller Burnett, Plat No. 1 by J.R. Bruce, surveyor, dated October 24th, 1953, and having the following courses and distances, to-wit:

Beginning at a stake on the eastern side of said highway, joint front corner of tracts Nos. 7 and 6, and in the center of the Duke Power Company right-of-way, and runs thence with the common line of these tracts and center of right-of-way, N. 68-45 E. 973 feet to a stake; thence S. 21-58 W. 685 feet to a stake, joint corner (rear) of tracts Nos. 7 and 8; thence with the common line of these lots S. 82-39 W. 558 feet to a stake on eastern side of said State Highway; thence therewith N. 16-04 W. 364 feet to the beginning corner, containing Seven and Eighty One-Hundredths (7.80) acres, more or less, and being a portion of tract No. 7 described in deed to the late Mamie Mosteller Burnett, recorded in the R.M.C. Office for Greenville County in Deed Book 226, at page 255, and being the same lot of land conveyed to H.L. Bruce by deed from Edmond Mosteller as Executor of the last Will and Testament of Mamie Mosteller Burnett, deceased, recorded in the said R.M.C. Office in Deed Book 517 at page 295.

This is the same property conveyed to Jackson David Cudd and Martha Dill Cudd by Robert J. Howard and Margaret C. Howard, recorded in the R.M.C. Office for Greenville County, in Deed Book 797, page 274, dated April 28, 1966.

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 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.

*Paid in full May 22, 1968.
Floyd D. Cudd, Sr.
William F. Case, Jr.*

SATISFIED AND CANCELLED OF RECORD
23 DAY OF May 1968
Ollie F. Worth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11 O'CLOCK P. M. NO. 1112