BOOK 1347 PAGE 729

THE STATE OF SOUTH CAROLINA

COUNTY OF XIXXXXX GREENVILLE MORTGAGE OF REAL ESTATE

FILED

SEP 2 1975 ::

DOMNIE'S, TANKERSLEY

SEND GREETING:

I, Paul W. Tucker

, the said Paul W. Tucker

TO ALL WHOM THESE PRESENTS MAY CONCERN:

hereinafter called the mortgagor(s)

certain promissory note in writing, of even date with these presents,

well and truly indebted to Roy W. Cureton, J.A. Cureton, Jr. and The South Carolina National Bank of Charleston, S. C., Co-Trustees under the will of J.A. Cureton, deceased hereinafter called the mortgagee(s), in the full and just sum of

Forty-Three Thousand and no/100 -----DOLLARS (\$43, 000, 00) to be paid

in 2 equal annual installments of \$4300.00 each, the first such installment becoming due and payable on the 1st day of September, 1976, and the second such installment becoming due and payable on the 1st day of September, 1977, with the entire remaining balance of \$34,400.00 becoming due and payable on the 1st day of September, 1978











with interest thereon from

this date

at the rate of

in and by

eight (8%)

percentum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interest to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses recluding 10 per cent of the indebtedness as attorney's fees this to be added to the mortgage indebtedness and to be including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt,

, the said mortgagor(s), in consideration of the said debt and sum of NOW KNOW ALL MEN, That money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of me, the said mortgagor(s), in the said note, and also in consideration of the further sum of Three Dollars, to hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents to grant, bargain, sell and release unto the saidRoy W. Cureton, J.A.Cureton, Jr. and The South Carolina National Bank of Charleston, S. C., Co-Trustees under the will of J. A. Cureton, deceased, their successors and assigns, forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lots 1, 2 and 3 of Block F on a plat by Dalton and Neves dated December, 1954, and according to said plat being more particularly described as a unitary tract as follows, to-wit: BEGINNING at an iron pin at the southeast corner of the intersection of Rutherford Road and North Avondate Drive; said pin being located on the southeast side of the right of way of said Rutherford Road, running with Rutherford Road North 56-44 East 52.3 feet to an iron pin; North 57-44 East 55 feet to an iron pin; thence South 32-24 East 43 feet to an iron pin; South 30-19 East 187 feet to an iron pin; South 63-12 West 114.6 feet to an iron pin on the right of way of North Avondale Drive; thence with North Avondale Drive North 26-43 West 75 feet to an iron pin; North 29-53 West 142.5 feet to the BEGINNING corner. This tract is shown in Greenville County Block Book as Map 182, Block 2, Lots 1 and 2.

There are excepted from this conveyance all rights of way or easements as they appear of record or on the premises.

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