1605 Laurens Road Greenville, S. C. 29607

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MORTGAGE - INDIVIDUAL FORM, DILLARD SOMETCHELL, P.A., GREENVILLE, S. C. VOL 14U4 PAGE 388 MAR 26 11 37 11 179 MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA R.M.C. RANKERSLED ALL WHOM THESE PRESENTS MAY CONCERN: **COUNTY OF GREENVILLE** 

Melvin D. Sutton and Mary A. Sutton WHEREAS,

(hereinalter referred to as Mortgagor) is well and truly indebted unto Gerald R. Glur

(hereinaster 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

Six Thousand Four Hundred and no/100----- Dollars (\$ 6,400.00 ) due and payable as provided in the promissory note of even date

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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 scaling 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 those pieces, parcels or lots of land situate, lying and being on the southern and eastern sides of Knollwood Court in Greenville County, South Carolina, being shown and designated as Lots No. 1 and 2 on a plat of Knollwood Court, Property of Fountain Inn Investors, Inc., made by R. B. Bruce, Surveyor, dated June 23, 1959, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book MM, Page 174 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Knollwood Court at the joint front corner of lots nos. 2 and 3 and running thence with the common line of said lots, S. 34-55 W. 168.6 feet to a point; thence along the line of property now or formerly owned by Forrest M. Younts, N. 50-37 W. 90 feet to an iron pin at the joint rear corner of lots nos. 1 and 2; thence along the rear line of lot no. 1, N. 50-37 W. 104 feet to a point on the eastern side of Knollwood Court; thence with the eastern and southern sides of Knollwood Court the following courses and distances: N. 41-58 E. 134 feet to a point; thence on a curve the chord being N. 68-56 E. 22.9 feet to a point; thence S. 57-05 E. 70 feet to a point; thence S. 57-05 E. 89.5 feet to the point of beginning.

The above property is the same property conveyed to Melvin D. Sutton and Mary A. Sutton by deed of Gerald R. Glur of even date to be recorded herewith.

The within mortgage is a second mortgage junior in lien to a first mortgage given to United Federal Savings and Loan dated April 20, 1979 in the original amount of \$30,000.00.

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 Nusual household furniture, be considered a part of the real estate. 8

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.

The Mortgagor further covenants and agrees as follows:

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(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also Ecure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.