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 COUNTY OF GREENVILLE  
 MORTGAGE OF REAL ESTATE  
 GREENVILLE CO. S.C.  
 1283-715  
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STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Arthur M. Brissie, Jr., (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto David C. Guth, Sr. and Lorraine L. Guth (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Seven Hundred Seventy and No/100-----DOLLARS (\$ 770.00 ),

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

75-CL-23-606  
 IN THE COURT OF COMMON PLEAS

Arthur M. Brissie, Jr., )  
 Petitioner, )

1007

vs.

David C. Guth and )  
 Lorraine L. Guth, )  
 Respondents. )

ORDER AND DECREE

FILED  
 GREENVILLE CO. S.C.  
 APR 14 3 28 PM '78

This matter is before me on Petition for Order and Rule to Show Cause pursuant to South Carolina Code Section 45-68, 69, 70, 71, 72, and 73 (1962). The Petition in this matter alleges that Petitioner, along with his wife, executed a note and mortgage payable to Respondents. The Petition incorporates this mortgage as "Exhibit A" as well as a contract and agreement marked "Exhibit B". Said copy of contract and agreement is an executed carbon copy.

The Petition further alleges that the note and mortgage were given pursuant to paragraph 4 of the contract and agreement in order to secure certain payments which were past due on the home which Petitioner was purchasing from Respondent.

The Petition further alleges that pursuant to paragraph 4, upon the final closing of the transaction and the payment by purchasers to Fidelity Federal Savings & Loan Associations of all payments due and owing to August 1, 1974 together with penalties and interest, sellers will mark the note and mortgage "cancelled and paid and satisfied in full" and return it to purchasers, Petitioner herein, without further payment by purchasers, Petitioner herein.

The Petition further alleges that the closing took place as scheduled on August 1, 1974 and that the required payments were made.

It is further alleged that Respondents wrote the words "Paid in Full, 9 Aug., 1973" and affixed their initials to the note as appears by Exhibit C, but have not marked the contract with

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