MORTGAGE OF REAL ESTATE-Offices of WILLIAM B. JAMES, Attorney at Law, Creenville, S. C.

OCT 16 2 25 PM 1964

OLLIE FAR "SWORTH

h. M.C.

BOUK 975 PAGE 276

STATE OF SOUTH CAROLINA,

County of Greenville

To All Whom These Presents May Concern:

WHEREAS We, Dock Ellison and Shelby Jean W. Ellison

well and truly indebted to

Herbert E. Rudd

in the full and just sum of Nine Hundred Fifty and No/100 (\$950.00)----certain promissory note in writing of even date herewith, due and payable Dollars, in and by o u,r **XoYys**b 2014 APR X ⋅

Due and payable \$25.00 on the 10th day of November and \$25.00 on the 10th day of each month thereafter until paid in full, payments to be applied first to interest, balance to principal.

with interest Six (6) per centum per annum at the rate of Date from until paid; interest to be computed and paid Monthly annually, and if unpaid when due to bear interest at same rate as principal until paid, and We have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That We the said Dock Ellison and Shelby Jean W. Ellison

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in hand well and truly paid at and before the in consideration of the further sum of Three Dollars, to US sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Herbert E. Rudd, his heirs and assigns forever

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Township, Greenville County, State of South Carolina,

ALL that piece, parcel and tract of land in the County and State aforesaid, in Bates Township, and having, according to a plat made by Terry F. Dill of the property of C. C. Bates and G. T. Bates, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Bates Drive at its intersection with Brooks Drive, and running thence along the north side of Brooks Drive, N 51-00 E 264.4 feet to an iron pin; thence N 54-16 W 193 feet to an iron pin at the joint rear corners of the Howell lot and the lot herein conveyed; thence 5 22-09 W 256.2 feet to an iron pin on Brates Drive; thence S 49-20 E 65 feet along Bates Drive to the point of beginning.

This is a second mortgage.

action See R. E. M. Book 1037 Page 603

AT 10:140 CLOCK W. NO. 4003.