MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

We, James Burts and Priscilla Burts

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company, Piedmont, S. C.

(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

Six hundred seventy-three and 80/100---- Dollars (\$ 673.80) due and payable in twelve monthly installments of \$56.15 each, the first of these due and payable on April 15, 1974 with a like amount due on the 15th of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from

date

at the rate of 12.65 per centum per annum, to be paid: in advance

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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, self 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

BEGINNING at a point in the center of Cooley Bridge Road and running thence with the center of said road N 1 - 42 W 261.2 feet to an iron pin; thence N 87-02 E. 417.3 feet to an iron pin; thence N 1-42 W 209 feet to an iron pin; thence S 77-36 E 664 feet to an iron pin; thence S 1-42 E 394 feet more or less to an iron pin; thence N 89-30 W 207 feet to a stone; thence S 73-26 W 440 feet to a stone; thence S 73-54 W 476 feet more or less to the point of beginning.

This is a portion of the property of George Arnold as shown on a plat made by C. O. Riddle, Surveyor, dated February 25, 1953, with last revision dated August 19, 1959, and is that tract of 10.04 acres marked James Burts and Priscilla Burts, No. 1.

This is the same property conveyed by deed of George W. Arnold to James Burts and Priscilla Burts, dated December 13, 1960, recorded in the Office of RMC for Greenville County, in Book 664 of Deeds, Page 433.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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