

FEB 16 3 55 P '77

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

AND ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Robert B. Burchett and Brenda E. Holt

(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

Two thousand five hundred ninety-one and 16/100 --- Dollars (\$ 2,591.16) due and payable in twelve monthly installments of \$215.93 each, the first of these due on April 8, 1977 with a like amount due on the 8th day of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from _____ date at the rate of 12.08 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 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 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, sell 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 _____

All that certain piece, parcel or tract of land situate, lying and being in Greenville County South Carolina, on the easterly side of the Saluda River shown and designated as Tract B on a plat by Alvin Freeman dated December 23, 24, 29 and 30, 1976, recorded in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina in Plat Book 5-X, at page 77, and according to said plat containing 33.26 acres, more or less, and having the following metes and bounds, courses and distances: BEGINNING at a corner on the southeasterly side of the within described tract, which corner is common with the northeasternmost corner of Tract A as shown on said plat, and common with property now or formerly of Jerry Davis, and running thence 83 degrees 19' W 1741.79 feet to a concrete monument on the easterly bank of the Saluda River, continuing thence along the same course to the center line of said river, which center line of the Saluda River is the westernmost boundary of the within described tract, the courses and distances of the traverse line along the easterly bank of said River being as follows: N 17 degrees 14' W. 133.8 feet to an angle; thence N 28 degrees 39' W. 192.7 feet to an angle; thence N 14 degrees 13' W. 83.1 feet to an angle; thence N 13 degrees 46' E. 291.4 feet to an angle; thence N 64 degrees 44' E. 96.6 feet to an angle; thence S. 78 degrees 06' E. 98.6 feet to an angle; thence S 67 degrees 40' E. 63.6 feet to an angle; thence S 71 degrees 06' E. 119.8 feet to an angle; thence S 78 degrees 17' E. 86.7 feet to an angle; thence N 84 degrees 24' E. 78.1 feet to an angle; thence N 85 degrees 08' E. 103.5 feet to an angle; thence N 70 degrees 51' E. 104 feet to an angle; thence N 58 degrees 40' E. 104.5 feet to an angle; thence N 61 degrees 51' E. 129.2 feet to an angle; thence N 60 degrees 23' E 102.7 feet to an angle; thence N 33 degrees 53' E. 228.2 feet to a concrete monument on the easterly side of Saluda River; thence S 89 degrees 12' E. 496 feet to a concrete monument, common with property now or formerly of Jerry Davis, thence along said property line S 12 degrees 31' E. 229.27 feet to an angle; thence S 12 degrees 50' E. 124.6 feet to an angle; thence S. 12 degrees 40' E. 249.3 feet to an angle; thence S. 12 degrees 23' E. 214.4 feet to the beginning corner.

This property is conveyed subject to easements and rights of way for public roads and utility services as shown of record in the Office of the RMC for Greenville County, South Carolina.

This is a portion of the property conveyed to the Grantor herein by deed of Pelzer Mills dated November 28, 1953, recorded in said RMC Office in Deed Book 490 at page 241.

In addition, the property as above described is subject to the flowage of the Saluda River across 5 acres along its western and northern boundary as shown on the above mentioned plat.

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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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