

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CO. S. C. MAILING ADDRESS: 3001403 PHOT 463
200 Meridian Avenue
Taylors, S. C. 29687
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BURNS CONSTRUCTION CO., A SOLE PROPRIETORSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE OLD SOUTH LAND AND INVESTMENT CO., INC.,

(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 NINE THOUSAND FIVE HUNDRED AND NO/100-----

----- Dollars (\$ 9,500.00) due and payable
IN FULL IN SIX (6) MONTHS.

with interest thereon from October 4, 1979 at the rate of 11 3/4 per centum per annum, to be paid:

AS SET OUT ABOVE.

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 GREENVILLE

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina being known and designated as Lot No. 125 on a Plat of Montclair, Section Five recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6H at Page 26 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the south eastern side of Danbury Lane at the joint front corners of Lots Nos. 125 and 126 running thence S. 41-31 E. 218.65 feet to a point; thence running S. 26-37 W. 114.55 feet to a point; thence running N. 58-56 W. 264 feet to a point; thence running with the line of Lot No. 124 N. 31-04 E. 150.4 feet to a point; thence running with Danbury Lane N. 89-06 E. 54.9 feet to the point of beginning.

Derivation: Deed Book 1113 Page 58 - The Old South Land and Investment Co., Inc. 10/4/79

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
300.00

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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