MORTGAGE OF REAL ESTATE-Offices of Leatherwood! Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DOWNES, TANKERSLEY

WHEREAS,

Michael G. Burton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, N.A.

(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 Ten Thousand Eight Hundred Three and No/100ths-----

at the rate of \$180.05 per month, commencing September 10, 1974, with payments to be made on the 10th day of each successive month thereafter until paid in full

with since and the second about in

PRESIDENCE PRODUCE PRO

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, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville near the City of Greenville and near Judson Mills and being known as Lot No. 8 on a plat of Property of W. H. McGaha, said plat being recorded in the RMC Office for Greenville County in Plat Book F at Page 33 and having, according to said plat, a frontage of 57 feet on Vermont Street (formerly Cobb Street), with a depth on the west side of 120.2 feet and on the east side of 117.3 feet and a rear line of 57.6 feet.



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 is 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.

4328 RV.24