

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

12 4 77 P
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1327 PAGE 395

WHEREAS, ROGER D. BURTS AND SHIRLEY L. BURTS

(hereinafter referred to as Mortgagor) is well and truly indebted unto E. M. HANNA

(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 FOUR HUNDRED FIFTY-EIGHT & 78/100 Dollars (\$ 2,458.78) due and payable

at the rate of \$30.00 per month or on DEMAND

The amount of \$252.26 for taxes is to be paid on or before
December 15, 1974

with interest thereon from date at the rate of Nine per centum per annum, to be paid: monthly

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, containing .40 acres, as shown on a Plat of Property of Gus Kindros, dated Sept. 1972, prepared by Dalton & Neves, Engineers, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Boling Road, at an iron pin 392.4 feet from the intersection of Boling Road and Kondros Circle, being the joint corner of this lot and Lot No. 1, as shown thereon; running thence down the joint line of said lots, S. 4-57 E., 175 feet to an iron pin; running thence N. 85-03 E., 100 feet to an iron pin; running thence N. 4-57 W., 175 feet to an iron pin on the southern side of Boling Road; running thence down the southern side of Boling Road, S. 85-03 W., 100 feet to the point of beginning.

It is understood and agreed that this mortgage shall be junior and second in lien to that certain mortgage held by United Federal Savings and Loan Association, recorded in the RMC Office for Greenville County in Mortgage Book 1283 at page 575.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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