

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

1357 251

JAN 2 1 12 PM '76
DONNIE S. TANKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Michael D. Burnette and Cecilia W. Burnette

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

Cothran and Darby Builders, 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
Fourteen Thousand, Seven Hundred & 00/100----- Dollars (\$ 14,700.00) due and payable
in full on or before June 27, 1976,

March 30, 1976, until paid-in-full

with interest thereon from date at the rate of 9% per centum per annum, to be paid: at maturity

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 situate, lying and being in the State of South Carolina, County of Greenville, said property being known and identified as #10 Kendall Green Drive, Kendall Green Subdivision, in the City of Greenville, and, according to the Greenville County Tax Maps, being further described as Tax Map #193.2, Block #2, Lot #39.

This mortgage is interest free for the first 90 days, but thereafter bears interest as above stated.

This mortgage is second and junior only to a first mortgage in favor of Prudential Insurance Company, Jacksonville, Florida.



Together with all and singular rights, members, herditaments, 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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