

LAW OFFICES OF JOHN W. HOWARD, THE ATTORNEY AT LAW, 114 MANLY ST. GREENVILLE, S. C. 29601

DONNIE S. TANKERSLEY
A.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jimmy W. Burns,

(hereinafter referred to as Mortgagor) is well and truly indebted unto John F. Vocke, Trustee, Sharonview Federal Credit Union, Charlotte, North Carolina

(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 **Thirteen Thousand Nine Hundred and 00/100-----**

----- Dollars (\$ 13,900.00) due and payable in Two Hundred Forty (240) semi-monthly installments of Eighty-Eight and 05/100 (\$88.05) Dollars each until paid in full, the first installment being due May 15, 1977,

with interest thereon from date at the rate of 3/4 of 1 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, being shown and designated as Tract A and Tract D on a plat entitled "Property surveyed at the request of Jim Langston and R. F. Fleming", which plat was dated December 27, 1976, and revised April 5, 1977, and having the following metes and bounds, to-wit:

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RMC

BEGINNING at an iron pin on the southern side of West Georgia Road at a nail in the center line of said road, and running thence S. 15-58 E. 77.95 feet to an old iron pin, joint corner of Tracts A and D; thence continuing S. 15-58 E. 375.43 feet to an old iron pin; thence S. 15-34 E. 531.93 feet to an old iron pin; thence S. 12-04 W. 329.61 feet to an old iron pin; thence S. 17-46 E. 89.0 feet to an iron pin; thence S. 75-59 W. 300.14 feet to an iron pin in the line of Tract B; thence with the line of Tracts A and B N. 22-11 W. 713.6 feet to an iron pin; thence N. 58-47 E. 210.0 feet to an iron pin; thence N. 31-13 W. 431.7 feet to an iron pin in West Georgia Road, which iron pin is offset 11.7 feet from said road; thence N. 57-33 E. 65.5 feet to an old iron pin at the corner of Tracts C and D; thence with the line of Tracts C and D N. 25-12 W. 38.0 feet to a nail in the center line of West Georgia Road; thence with the center line of said road N. 57-07 E. 404.8 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by Deeds of James D. Stenhouse, Annie C. Stenhouse and Jimmy C. Langston, which Deeds are to be recorded herewith in the RMC Office for Greenville County, and are dated April 22, 1977.

The Mortgagee's mailing address is P. O. Box 1414, Charlotte, N. C. 28201.

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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