MORTGAGE OF REAL ESTATE - Office of WILLIAM B. JAMAS Entorney at Law, Greenville, S. C.

SEP 21 4 45 PH 183

900: 1628 Has 944

9

The state of the s

STATE OF SOUTH CAROLINA,

County of Greenville

PURCHASE MORTGAGE MONEY

To All Whom These Presents May Concern:

WHEREAS, Gary W. Newell and Doreen S. Newell

hereinafter called the mortgagor(s), is (are) well and truly indebted to Allen E. Burns hereinafter called the mortgagee(s),

in the full and just sum of Seventy Thousand and No/100 (\$70,000.00)

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows:

according to the terms of the note executed simultaneously herewith

with interest from date at the rate of nine (9%) per centum per annum until paid; interest to be computed and paid annually and if unpaid when due to bear interest at the same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by an attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

ALL that piece, parcel or tract of land situate, lying and being on the northern side of Mauldin Road, in or near the Town of Mauldin, County of Greenville, State of South Carolina, and is shown on the Greenville County Block Book as Lot 20, Block 1, Sheet M8.1, and according to a survey by Jones Engineering Service dated August 1983 entitled Property of Allen E. Burns, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Mauldin Road at the joint front corner of this tract and property now or formerly of the White estate, and running thence with the joint line of said tracts N. 10-37 E. 578.38 feet to an iron pin; running thence N. 47-45 W. 194.38 feet to an iron pin at the joint rear corner of this tract and property now or formerly of Schwiers; running thence with the joint line of said tracts S. 14-33-36 W. 743.71 feet to an iron pin on the northern side of Mauldin Road; running thence with the northern side of said Road N. 84-44-11 E. 225.25 feet to an iron pin, point of beginning.

THIS is the identical property conveyed to the Mortgagors herein by deed of the Mortgagee herein to be recorded simultaneously herewith.

THE Mortgagee herein agree to subordinate the terms of this mortgage and the note that it secures to a construction loan entered into by the Mortgagors herein with a bank or building and loan association.

#00 a

561180