

NO 133 700

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAR 30 11 05 AM '84

WHEREAS, We, Rickey D. Burnett and Sherry F. Burnett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bobby H. Vaughan

(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

Twenty-Six Thousand Three Hundred Twenty and NO/100 Dollars (\$ 26,320.00) due and payable

with interest thereon from below date at the rate of 10 per centum per annum, to be paid: according to the terms and conditions of the Mortgagors Promissory note of even date herewith.

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

ALL that lot of land situate on the northern side of West Faris Road in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot No. 10 on a plat of Aberdeen Highlands, made by Dalton & Neves in November 1941, revised in September 1945, recorded in Plat Book M at page 37 in the RMC Office for Greenville, and described as follows:

BEGINNING at a stake on the northern side of West Faris Road 167 feet east from Melville Avenue at corner of Lot No. 11 and running thence with the line of said lot N 6-05 W 117.8 feet to a stake on a 20-foot alley; thence with said alley S 56015 E 22.8 feet to a stake; thence continuing with the southern side of said alley N 62-29 E 46.2 feet to a stake at corner of Lot 8; thence with the line of said lot S 15-16 E 123.6 feet to a stake on West Faris Road; thence with the northern side of West Faris Road S 84-22 W 80 feet to the beginning corner.

Being identical property conveyed to Bobby H. Vaughn by Deed of Rickey D. Burnett and Sherry F. Burnett being dated and recorded concurrently herewith.

THIS IS A SECOND MORTGAGE.

Mortgagee's Address - 10 Augusta Ct., Greenville, SC 29605

5070 --- 1 MAR 30 84 107

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 10.56

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.

4. OCT 1 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.

5070

4328