

APR 5 4 31 PM '76

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, BUDDY BURNETT and PATSY JEAN BURNETT

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

(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 NINE HUNDRED AND NO/100 DOLLARS

Dollars (\$ 900.00) due and payable

in monthly installements of \$40.00 beginning on April 30, 1976, and continuing on the 30th of every month thereafter until paid in full.

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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, State of South Carolina, on the southeastern side of Sturdevant Street, being known and designated as Lot No. 41, Block 2, of Hoke's Subdivision, and being as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "C" at page 54. The within conveyed premises have according to said plat the following metes and bounds, courses and distances:

BEGINNING at a point on the Southeastern side of Sturdevant Street, which point is 153 feet from the intersection of Sturdevant Street and an unnamed 20 foot street shown on said plat, the beginning point being the joint front corner of Lots No.s 43 and 45, Block 2, and running thence along the common line of said lots S. 56 E. 150 feet to a point; thence S. 34 W. 100 feet to a point; thence N. 50 W. 150 feet to a point on the Southeastern side N. 34 E. 100 feet to the point of beginning.

This conveyance is subject to restrictive covenants of record, set back lines, road or passageways, easements and rights of way, if any, affecting the above described property.

The above described property was conveyed to Thomas Watson Burden on 7 January, 1955, and recorded in Volume 515, Page 257. Lot 43, Block 22, of Hoke's Subdivision has been previously conveyed to Buddy Burnett and Patsy Jean Burnett.

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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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