STATE OF SOUTH CAROLINA county of Greenville

CREENVILLE CO. 1 FEB 3 1 01 PM 1995 OLLIE I ST. AURTH

MORTGAGE OF REAL ESTATE

 $\chi_{ij}(\mu, \zeta)$. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. I, Gene G. Cox

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

Henry D. Burns, his heirs & assigns

(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

at discretion of Mortgagor, with principal to be paid in full ten (10) years from this date,

with interest thereon from date at the rate of 6%per centum per annum, to be paid:

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 Mortgager 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, on the south side of Bates Drive, and having according to a plat thereof made October 28, 1959 by C. C. Jones, Engineer, entitled "Property of Gene G. Cox" recorded in the RMC Office for Greenville County in plat book TT, Page 61, and having according to said plat the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the south side of Bates Drive, which iron pin is 185 feet west from the southwest corner of Bates Drive and Glenn Street (corner of Lot No. 10 of Blue Ridge Heights Development plat recorded in plat book EE, Page 143); thence with the line of said lot S. 13-40 E. 210.8 feet to an iron pin; thence S. 72-07 W. 210 feet to an iron pin; thence N. 13-18 W. 177 feet to an iron pin on the south side of Bates Drive; thence with the curve of the south side of Bates Drive N. 55-42 E. 116 feet; thence continuing N. 71-32 E. 100 feet to the beginning corner.

This is the same lot conveyed to Fred C. Cox, Jr. and Grace B. Cox by C. C. Bates and G. T. Bates by deed recorded January 5, 1955, in Volume 515, Page 339, of the RMC Office for Greenville County. Also, this is the same property conveyed to Gene G. Cox by Deed of Fred C. Cox, Jr. and Grace B. Cox on Nov. 13, 1959, and recorded in RMC Office for Greenville County, State of B. C., in Book 638, Page 462.

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 thereform, 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.

Paid in fuel Dept. 28, 1968 H.D. Burns Dame as Newry & Burns

SATISFIED AND CANCELLED OF RECOFD 11 DAY OF OR faruswor

R. M. C. FOR G

P.M. # 8943

Wit: Braw B. Cof. Fr. Fred C. Cof. Jr.