

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

Nov 9 4 22 PM '70

OLLIE FARNSWORTH
R. M. C.

WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BEREA PUBLIC SERVICE DISTRICT

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. T. BURDINE, JR.

(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 Thousand, Three Hundred Seventy-Five and No/100 -----
Dollars (\$ 9,375.00) due and payable

in three equal annual installments of Three Thousand, One Hundred Twenty-Five Dollars (\$3,125.00), said payments being due and payable on December 31, 1971 and on the same day each year thereafter until paid in full,

with interest thereon from date at the rate of 6 per centum per annum, to be paid: on December 31, 1971 and on the same day each year thereafter until paid in full,

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 at the northwestern corner of the intersection of White Horse Road and Piney Road as shown on Survey for Berea Public Service District dated June 4, 1970 and prepared by Piedmont Engineers & Architects and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a point at the northwestern corner of the intersection of White Horse Road and Piney Road and running thence with the northern side of Piney Road S. 73-44 W. 213.7 feet to a point, joint corner of property now or formerly of William & Othella Cartee; thence with the line of property now or formerly of William & Othella Cartee N. 16-30 W. 185.82 feet to a point, joint corner of property now or formerly of Burdine; thence with the line of property now or formerly of Burdine N. 81-39 E. 249.76 feet to a point on the western side of White Horse Road; thence with the western side of White Horse Road S. 4-00 E. 155.1 feet to the point of beginning.

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 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.