

A Pt. 2 Pitzer
S.C. 29602

FILED
GREENVILLE CO. S. C.
MAR 14 4 42 PM '79
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

WHEREAS, CHARLES C. HEATHERLY AND ANN B. HEATHERLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Corene L. Burgess

(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 Eleven Thousand and No/100-----

Dollars (\$11,000.00) due and payable

as follows: due and payable in equal monthly installments of \$100.14 each beginning on January 1, 1979 and continuing in like amount on the first (1st) day of each month thereafter until paid in full:

with interest thereon from date at the rate of 7 3/4 per centum per annum, to be paid monthly:

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, being fully as follows: Beginning at an iron pin same being Grantor's corner and on Ellen Ridgeway's line, an iron pin same being Grantor's corner and on Ellen Ridgeway's line, running thence N. 14-20 W. 7.26 to corner in center of Public Road, thence along said road 6-59 E. 1.77 to a point in center of said road, thence continuing along said road, S. 47-25 E. 10.45 to a point in said road, same being on Ellen Ridgeway's line, thence along said line N. 82-40 W. 7.50 to the being corner, containing Two and Seventy-two one hundredths (2.72) acres more or less, as per survey and plat made by J. Coke Smith December the 23rd 1946, to which plat and survey reference is hereby made, and being bounded on the West North and East by the within named Grantor and on the South by Ellen Ridgeway. ALSO: All that certain piece, parcel or lot of land, being Oaklawn Township, Greenville County, State of South Carolina, and having the following courses and distances to wit: BEGINNING at nail center of Hopkins drive thence along line of Grantor S. 14-20 E. 479.2 feet to nail in center of Hopkins drive, thence N. 13-51 E. 444.9 feet to iron pin joint corner of Ralph Chandler and Grantor, thence along line of Ralph Chandler S. 14-20 E. 479.2 feet to the beginning corner.

This being the same property conveyed to the Corene L. Burgess by Deed of Charles C. Heatherly and Ann B. Heatherly of even date to be recorded herewith:

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
MAR 14 79 TAX \$04.40
PB 11218

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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