

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603
MORTGAGE OF REAL ESTATE -

BOOK 1510 PAGE 807

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

2:05 PM '80

WHEREAS, Sherry Lynn Marchbanks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jackson W. Burnett, III and Sandra W. Burnett

(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 Sixteen Thousand Five Hundred and no/100 Dollars (\$ 16,500.00) due and payable

as provided in said note

with interest thereon from date at the rate of 10% 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 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 and being shown as Lot #16 on plat of Audubon Forest, Map #2, recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 197, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southerly side of Audubon Road at the joint front corner of Lots 16 and 17 and running thence with the common line of said lots S. 7-30 E., 484.8 feet to a point in the center of a branch; thence with the center of the branch as the line, the following transverses and distances: N. 81-01 E., 36.4 feet; S. 89-17 E., 60 feet; S. 81-53 E. 32 feet; S. 71-15 E. 100 feet to a point in the center of said branch, said point being the joint rear corner of Lots 15 and 16 and running thence with the common line of said lots, N. 25-34 W. 114.2 feet to a point; thence continuing with the common line of said lots N. 2-19 E. 219 feet to a point; thence N. 9-01 W. 171.5 feet on the southerly side of Audubon Road, said point being the joint front corner of Lots 15 and 16; thence with the southerly side of said road, N. 74-52 W. 74.4 feet to an iron pin; thence N. 88-55 W. 145.6 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Jackson W. Burnett, III and Sandra W. Burnett dated August 12, 1980, and recorded in the R.M.C. Office for Greenville County on August 12, 1980 in Deed Book 1130 at Page 943.

APR 12 1980

RECORDED

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.

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