

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
MAR 31 3 55 PM '82  
JOHN J. HARRISLEY  
R.M.C.

BOOK 1566 PAGE 815

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

WHEREAS, We, Benjamin C. Burton, Jr. and Carol C. Burton

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Dale Turner and Sandra F. Turner

(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

Fourteen Thousand and no/100 ----- Dollars (\$ 14,000.00 ) due and payable  
in one hundred nineteen (119) equal monthly installments of One Hundred Fifty and no/100  
(\$150.00) Dollars each commencing on May 1, 1982 with like installments due and payable on  
the first (1st) day of each consecutive month thereafter with a final balloon payment of  
One Thousand Nine Hundred and No/100 (\$1,900.00) Dollars due and payable on April 1, 1992  
with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly,  
as part of the above referred to monthly installments, until paid in full. The total interest  
to be paid by mortgagors hereunder over the entire term hereof shall be \$5,800.00.

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, Austin Township, on the southwestern side of Bethany Road, being known and designated as Lot No. 3 of the Property of Harold L. Cooper as shown on a plat thereof prepared by C. O. Riddle, R.L.S., dated August 20, 1971, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Bethany Road, joint front corner of Lots 2 and 3 and running thence with the joint line of said lots South 54-45 West 926.8 feet to an iron pin in the line of property now or formerly owned by Robert Earl and Anne M. Cashion and running thence North 2-52 East 76.9 feet to a stone and old iron pin; thence North 2-46 East 276.2 feet to an iron pin, joint rear corner of Lots 3 and 4; thence with the joint line of said lots North 54-45 East 639.9 feet to a nail and cap in the center of Bethany Road, joint front corner Lots 3 and 4; thence with the center of Bethany Road South 51-22 East 126 feet to a nail and cap; thence continuing with the center of Bethany Road South 47-22 East 160 feet to the beginning corner and containing 5.01 acres according to said plat.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as may appear of record.

*of James Dale Turner et. al.*

This is the identical tract of land conveyed Mortgagors herein named by deed/recorded in the office of the R.M.C. for Greenville County, S.C. in Deed Book 1164, at Page 717 on 3/31/82.

As a specific condition hereof the mortgagees herein agree to subordinate their interests herein in favor of any future loans to be obtained by mortgagors in connection with the anticipated construction by mortgagors of a residence on the property.

5070  
1 MAR 31 1982 1286

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
MAR 31 1982  
FAX  
\$ 5.60

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.

0.845

4328 RV-2