

New money advanced - \$1,459.99

MORTGAGE OF REAL ESTATE -

REC. 1533 FILE 826

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE CO. S. C.
FILED
FEB 3 12 59 PM '83
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS,

I. JAMES A. BURTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 **FOUR THOUSAND ONE HUNDRED EIGHTY-FOUR AND 21/100**----- Dollars (\$ **4,184.21**) due and payable

in 42 monthly payments of \$144.99 each beginning March 8, 1983, payments applied first to interest, balance to principal

with interest thereon from _____ date at the rate of 16.00% 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, in Oaklawn Township, on the west side of U. S. Highway No. 29 on what is known as the Bennett Subdivision as shown by plat of same recorded in Plat Book S, page 143, RMC Office for Greenville County, and designated as Lots 18, 19, 20 & 21, each having a frontage of 25 feet on West side of Highway No. 29, and being more particularly described on record of said plat as follows:

BEGINNING at iron pin on West side of Highway No. 29, which pin is 100 feet South of intersecting corner of Bennett Street and Highway No. 29 and running thence S. 81-55 W. 204.4 feet to iron pin, rear corner Lots Nos. 21 and 22; thence S. 4-20 E. 100 feet to iron pin, same being rear corner of Lots Nos. 17 & 18; thence N. 81-55 E. 203.5 feet to iron pin on said highway; thence along said highway N. 4-05 W. 100 feet to point and place of beginning.

This property was originally conveyed to Garnett Burton and Dora F. Burton on June 28, 1956, in Deed Book 556, page 229. Thereafter Dora F. Burton died testate on September 28, 1977, leaving all of her property to her husband, Garnett Burton. Thereafter Garnett Burton died January 26, 1979, testate, as shown in Apartment 1569, File 26, leaving everything to his son, James A. Burton.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
FEB 3 1983
STAMP
TAX
00.60
POLICE

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.

6
2
8
0

4328 RV-21