

State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

To All Whom These Presents May Concern;

I. James Alvin Burnett, same as James A. Burnett, of Greenville County,

SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREEN-

VILLE, in the full and just sum of Ten Thousand, Five Hundred and No/100 - - - - -

(\$10.500.00) Dollars, or for future advances which may be made hereunder, from time to time, up to and including the maximum amount named herein, such advances to be repaid so as to be completed within the terms of the original contract, and so long as the monthly payments set out in the note are paid according to contract, this loan shall not be deemed delinquent by reason of said advances, with interest at the rate specified in said note,

(the terms of which are incorporated herein by reference) to be repaid in installments of

be due and payable **twenty** (20) years after date. The note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Welcome Township, being known and designated as Lot Number Nine (9) on plat of Cochran Heights, property of Mrs. N. C. Cochran Estate, prepared by C. O. Riddle, Surveyor in November, 1952, said plat being of record in the R. M. C. Office for Greenville County, South Carolina in Plat Book HH at page 13, and having, according to a revised plat of said property August 12, 1954, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Maxcy Avenue at the joint front corner of Lots 8 and 9, said iron pin being 225.3 feet west from the south corner of Maxcy Avenue and White Horse Road, and running thence S. 30-55 E. 200 feet to an iron pin; thence S. 62-25 W. 75 feet to an iron pin; thence N. 30-55 W. 200.4 feet to an iron pin on Maxcy Avenue, the joint front corner of Lots 9 and 10; thence with Maxcy Avenue, N. 62-44 E. 75 feet to the point of beginning; being the same conveyed to the mortgagor as James A. Burnett and Ruby Jane Burnett by J. M. Cochran, et al, by deed dated June 7, 1955 and recorded in the R. M. C. Office for Greenville County in Vol. 529, at page 381, the said Ruby Jane Burnett having conveyed her undivided one-half interest to the mortgagor by deed of even date herewith, not yet recorded."

The revised plat hereinabove referred to is recorded in the R. M. C. Office for Greenville County in Plat Book II, at page 185.