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GREENVILLE CO. S. C.

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DONNIE S. LANKERSLEY  
R.M.C.

# MORTGAGE

(Participation)

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This mortgage made and entered into this 30th day of January 1981, by and between Willie K. Burns, Sr. and Evonne L. Burns

(hereinafter referred to as mortgagor) and The Citizens & Southern National Bank of South Carolina, (hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina

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, as shown on a plat entitled "Property of J. Wesley Taylor" prepared by Richard Wooten, Land Surveyor, dated October 4, 1978, and also as shown on plat entitled "Property of Evonne L. Burns and Willie K. Burns, Sr.," dated April 17, 1980, and prepared by Gould and Associates, Surveyors, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 8A at Page 19, on June 11, 1980, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwesterly side of Scuffletown Road at the joint corner of property now or formerly of Mahaffey and running thence S. 36-48 W. 330.51 feet to a pin; thence with line of property now or formerly of Sadisco of Greenville, S. 37-55 W. 1023.63 feet to a pin; thence N. 19-35 E. 441.0 feet to an old iron pin along property now or formerly of Pollard; thence N. 19-35 E. 180.5 feet to an old iron pin; thence continuing along property now or formerly of Pollard N. 19-35 E. 480.9 feet to a point; thence S. 62-14 E. 39.5 feet to a point along the line of property now or formerly of Eunice L. Taylor; thence continuing along the property now or formerly of Eunice L. Taylor S. 62-14 E. 50.55 feet to a point; thence N. 47-51 E. 323.53 feet to a point on the Southwesterly side of Scuffletown Road; thence with the Southwesterly side of Scuffletown Road S. 43-41 E. 177.07 feet to the beginning corner.

LESS, HOWEVER, that certain piece, parcel or lot of land containing 1.06 acres, more or less, conveyed by the Mortgagor herein to Michael Dean Burns, said deed being recorded in the R.M.C. Office for Greenville in Deed Volume 1141, at Page 152.

This being a portion of the property conveyed to the Mortgagor herein by deed of Eunice L. Taylor dated November 22, 1978, and recorded in the R.M.C. Office for Greenville County on December 1, 1978 in Deed Volume 1092 at Page 922; also by deed of Eunice L. Taylor dated June 11, 1980 and recorded in the R.M.C. Office for Greenville County on June 11, 1980 in Deed Volume 1127 at Page 307.

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Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 30, 1981 in the principal sum of \$ 125,000.00 signed by Willie K. Burns, Sr. and Evonne L. Burns in behalf of Burns Repair Service, Inc.

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