BOOK 1536 PAGE 433

MORTGAGE OF REAL ESTATE-Presented by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROY

ROY MITCHELL BURNS

(hereinafter referred to as Mortgagor) is well and truly indebted unto HENDRICKS BUILDERS CENTER, INC.

(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

Eighteen Thousand, Four Hundred Twenty-Eight and 58/100--- Dollars (\$ 18,428.58--) due and payable

to the terms of said note.

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 piece, parcel or tract of land in the County of Greenville, State of South Carolina, on the northwest side of Old Hundred Road, containing 2.13 acres as shown on plat entitled property of Roy Burns dated February 7, 1977 made by C. O. Riddle, RLS, and having according to said plat the following metes and bounds, courses and distances, to-wit:

Beginning at a point in the center of Old Hundred Road, corner of property of Louis B. Putman, and running thence with the line of said property N. 66-44 W. 312.5 feet to an iron pin; thence N. 45-57 W. 158.9 feet to an iron pin corner of property of Roy Burns; thence with the line of said property N. 23-29 E. 153.6 feet to an iron pin; thence continuing S. 66-44 E. 461.3 feet to an iron pin in the center of Old Hundred Road; thence with the center of said road S. 23-29 W. 210 feet to the beginning corner.

This being the same property conveyed to the Mortgagor by deed of Roy Burns dated March 16, 1977 and recorded in the R.M.C. Office for Greenville County in Deed Book 1052 at Page 916 on March 17, 1977.

This property is conveyed subject to the right of way for Old Hundred Road, as shown on the above mentioned plat and to recorded rights of way and easements for public utilities.

This mortgage being second and junior in lien to that mortgage given to First Federal Savings and Loan Association dated September 18, 1980 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1516 at Page 530 on September 18, 1980, said mortgage being in the original amount of \$63,000.00.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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