

FILED  
MORTGAGE OF REAL ESTATE

HORTON, DRANDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRUE ST., GREENVILLE S.C. 29603  
STATE OF SOUTH CAROLINA } 15 3 35 PM 1977  
COUNTY OF GREENVILLE } MORTGAGE OF REAL ESTATE 1404 MAR 112  
TO ALL WHOM THESE PRESENTS MAY CONCERN 70 MAR 16 1979  
R.M.C.

WHEREAS, Roy Mitchell Burns

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Co.

(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, to the sum of Four Thousand Five Hundred and no/100 Dollars \$4,500.00-- due and payable as provided in note of even date herewith.

This fifth (5th) day of March 1977, property conveyed to the Mortgagor herein by deed of Roy Burns, dated March 16, 1977, and recorded on March 17, 1977, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1052 at Page 916.

SUMMARY 1280 360113

DAY OF March 1977 BY Southern Bank & Trust Co.

STATEMENT NO. 1000 S. C.

BY Clay L. Whitley

WITNESS: Clay L. Whitley

WITNESS: Clay L. Whitley 18 1999

Together with all and singular rights, members, tenements, and appurtenances to the same belonging in any way whatsoever pertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached thereto, or fixed 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 Mortgagee 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premium, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readances or credits that may be made hereafter to the Mortgagee by the Mortgagor so long as the total indebtedness thus created does not exceed the original amount shown on the face hereof. All sum so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in form of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgagee's interest and hereby authorizes each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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