

SEP 13 3 31 PM 1968

BOOK 1103 PAGE 149

MORTGAGE OF REAL ESTATE—Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH
R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Joseph H. Burdette, and Jo Anne Burdette

(hereinafter referred to as Mortgagor) is well and truly indebted unto John F. Chandler and Guaranty Mortgage Co. of Greenville, S. C. lease agreement with mortgagees of August 9, 1968,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's ~~promissory note~~ the terms of which are incorporated herein by reference, in the sum of Eleven Thousand Three Hundred Ninety-one and 50/100-----

----- Dollars (\$11,391.50 ~~and no more~~) said sum to decrease proportionately as the term of the lease agreement decreases.

~~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 Butler Township, being known and designated as Lot 24 and a portion of Lot 23 as shown on a plat entitled Revision of Lots Nos. 23 and 24, Rolling Green Real Estate Co., prepared by C. F. Webb, dated June 22, 1966, recorded in Plat Book PPP at page 14, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the southern side of Rolling Green Circle at the joint front corner of Lots 23 and 24, thence running along Rolling Green Circle, S. 28-0 E. 396 feet to a point; thence S. 8-0 W. 504 feet to a point; thence N. 76-0 W. 340 feet to a point; thence N. 76-0 W. 80 feet to a point, the new joint rear corner of Lots 23 and 24; thence N. 21-08 E. 801.9 feet to the point of beginning.

It is understood and agreed by the parties hereto that this mortgage is to be subject to a first mortgage, by the mortgagor herein, given to Nationwide Life Insurance Co. on July 7, 1966, in the original amount of \$21,000.00 and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1035, at page 129, and to a mortgage to be given by the mortgagor herein in favor of Southern Bank and Trust Company.

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.

Handwritten signatures and notes at the bottom of the page.