

STATE OF SOUTH CAROLINA

GREENVILLE CO. S. C.

BOOK 1212 PAGE 349

COUNTY OF GREENVILLE

Nov 4 4 40 PM '71

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R.M.C.

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VIRGIL E. BURKET

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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

— FORTY THOUSAND AND NO/100 ————— Dollars (\$ 40,000.00) due and payable

one year after date

of advances
with interest thereon from date at the rate of Eight per centum per annum, to be paid: quarterly

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 Paris Mountain Township, containing approximately 27 acres, more or less, being known and designated as tracts 12, 13, 14 and 15 and portions of tracts 10 and 11 on a plat of property of T. B. Nalley prepared by J. Coke Smith, Surveyor, dated October, 1947 and recorded in the RMC Office for Greenville County in Plat Book-S at page 55 and having the following metes and bounds, to-wit:

BEGINNING at a point in the approximate center of State Park Road, said point begin the southwesterly corner of tract No. 12, and running thence N. 7-10 E. 9.60 chains to a stone on the line of Lot 11; thence with the line of Lot No. 11, N. 77-30 E., 3.25 chains to the joint rear corner of Lots 12 and 13; thence in a line intersecting tracts 10 and 11, N. 7-10 E., 500.94 feet to a point on the northerly line of tract No. 10; thence N. 85-30 E., 2.85 chains to a Hickory; thence S. 44-15 E., 7167 chains to an iron pin; thence S. 15-40 W., 2.09 chains to a stone near a creek; thence S. 5-41 E., 18.79 chains to a stone; thence S. 71-25 W., 2.90 chains to a point in State Park Road; thence along said State Park Road N. 36-30 W., 3.45 chains; thence still with said road N. 44 W., 8.20 chains; thence continuing along said State Park Road, N. 77-15 W., 4.83 chains to the point of beginning.

This is the identical property conveyed to the Mortgagor by deed of Katherine R. Lee, recorded in the RMC Office for Greenville County in Deed Book 914, at page 113.

A portion of the subject property has been developed by the Mortgagor into twenty-five (25) residential lots. It is understood and agreed that the Mortgagee shall release any of the subject lots upon payment by the Mortgagor of the sum of \$2,500.00 per lot.

It is further understood and agreed that the advances made by the Mortgagee under the terms of this Mortgage and the Note which it secures will be made in subsequent installments as development of the property progresses. The Mortgagee shall be the sole judge of the dates and amounts of such advances.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, 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, 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.