

GREENVILLE/00. S. C.

SEP 4 1 42 PM '77

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JIMMIE S. TANKERSLEY  
S.M.C. MORTGAGE OF REAL ESTATE

1406-158

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Jimmy C. Burton and Carmen J. Burton,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sanders Paint Company, 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 Three Thousand Two Hundred Six and 09/100--

Dollars \$3,206.09 due and payable

in three monthly installments of \$1,000.00 each on September 1, 1977, October 1, 1977 and November 1, 1977, and a final installment of \$206.09 on December 1, 1977. Interest shall become due from the date of default of any installment in the amount of 8% per annum on the entire balance due at the date of default.

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, Oaklawn Township, containing one (1) acre, more or less, as shown on a plat of Jimmy C. Burton and Carmen J. Burton Property prepared by Carolina Surveying Company on March 8, 1973, and having according thereto, the following courses and distances, to-wit:

BEGINNING at a point in the center of Garrison Road (formerly Sandy Springs Church Road) at the interesection of Davis Road (leading to Old Hundred) and running thence along the line of Tripp and Reid Property N. 14-30 E. 400 feet to an iron pin; thence along a new line through the property of Edgeworth P. Porter and Mary R. Porter, S. 43-51 E. 226.1 feet to the center of Garrison Road; thence along the center of said Road, as follows: S. 39-41 W.61 feet; S. 41-07 W. 100 feet; S.50-59 W.100 feet and S. 62-14 W. 83.9 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Edgeworth P. Porter and Mary R. Porter, dated March 26, 1973, and recorded in the Office of the RMC for Greenville County in Deed Book 971 at page 125.

This mortgage is junior in rank to that certain mortgage given to J. H. Campbell, Jr., which is recorded in the RMC office for Greenville County in Mortgage Book 1270 at Page 627, in the original amount of \$2,200.00.

Together with all and singular rights, members, herditaments, 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.

4328 RV-21