

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

SEP 7 11 49 AM '77

DONNIE S. TANKERSLEY

MORTGAGE OF REAL ESTATE

BOOK 1409 PAGE 246

R.M.C TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John A. Burgess

(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 Seventeen Thousand Five Hundred and no/100--

Dollars \$ 17,500.00 due and payable

due and payable in sixty (60) equal monthly installments of Three Hundred Sixty-three and 28/100 (\$363.28) Dollars, the first installment being due October 1, 1977, and a like amount each month thereafter until paid in full,

with interest thereon from date at the rate of nine per centum per annum, to be paid: included in monthly payment.

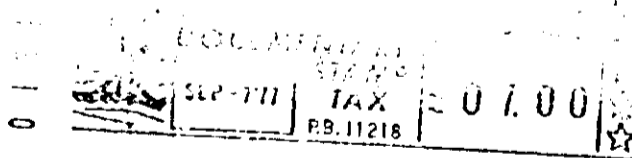
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Greenville Township, known and designated as Lot No. 63 of Anderson Street Highlands as shown on plat made by Dalton & Neves, dated 1939, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "J", on page No. 46, and restrictions recorded in Vol. 218, page 180 of said R.M.C. Office. THIS being the same property received by John A. Burgess by Will of Maude K. Burgess as recorded in the Probate Court for Greenville County on October 8, 1975, in Apartment 1399, File #23.

ALSO:

ALL that certain piece or parcel of land known as Lot No. 13 in Anderson Street Highlands as shown on a map of same by Dalton & Neves dated 1939 and recorded in the R.M.C. Office for Greenville County, of the State of South Carolina, in Plat Book "J", at page 157; the lot has the following metes and bounds: BEGINNING at an iron pin on Anderson Road at joint corner of Lots Nos. 12 and 13; thence along Anderson Road S. 43-27 W. 50 feet to an iron pin at the intersection of East Welborn Street and Anderson Road; thence S. 47-20 E. 162.5 feet; thence N. 42-40 E. 50 feet to an iron pin; thence N. 47-20 W. 161.8 feet to the beginning iron pin. THIS being the same property received by John A. Burgess by Will of Maude K. Burgess as recorded in the Probate Court for Greenville County on October 8, 1975, in Apartment 1399, File #23.



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.

4328 RV-2