

c/o Post Office Box 10351, Greenville, South Carolina 29603

BOOK 1447 PAGE 235

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
OCT 13 10 27 AM '78
H.M.C. S. TANNER
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JACK A. BURGESS, JR. AND MARIA JULIA ANDRAUS BURGESS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto the thirteen mortgagees as shown on the attached listing,

(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 Ten Thousand Nine Hundred Twenty-Nine and 25/100 -----

Dollars (\$ 10,929.25) due and payable in six (6) equal annual installments beginning on October 3, 1979,

with interest thereon from 10-3-78 at the rate of 8 per centum per annum, to be paid with the principal.

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:

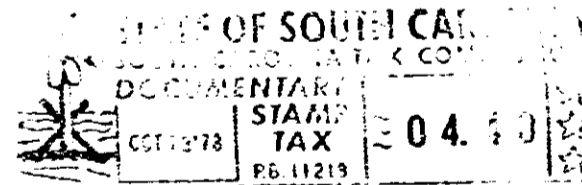
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Butler Township, and being known and designated as Lot 5 as shown on a plat of Oak Meadows made by Freeland & Associates dated August 24, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6 V at page 11, said lot comprising 6.98 acres, more or less, reference being had to said plat for a more complete metes and bounds description.

This mortgage also includes an undivided one-eighteenth (1/18) interest in and to that certain unnamed road as shown on the above-referenced plat made by Freeland & Associates, said road leading into the development known as Oak Meadows and providing access to each lot therein.

The above-described property is the same acquired by the Mortgagors by deed from Kenneth L. Holcomb, Jr., et al, dated October 3, 1978, to be recorded herewith.

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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 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.

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