

MORTGAGE OF REAL ESTATE -
GREENVILLE CO. S. C.

VOL 1467 PAGE 424

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MAY 23 3 08 PM '79

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY,
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William M. Hunter and Judy B. Hunter

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. A. Burns and Hazel Burns

(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 and no/100 (\$10,000.00) Dollars (\$ 10,000.00) due and payable

as provided in said promissory note

with interest thereon from date at the rate of per centum per annum, to be paid.

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, on the northeastern corner of the intersection of Gray Fox Square and Strange Road, being shown and designated as Lot No. 60 on Plat of Gray Fox Run made by C. O. Riddle, Registered Surveyor, on November 6, 1975 and recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 9 and revised March 4, 1978, said revised plat being recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 16 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Gray Fox Square at the joint front corner of Lots 59 and 60 and running thence along said Square, N. 87-24 W. 103.9 feet to an iron pin at the intersection of said Square and Strange Road; thence N. 43-01 W. 35.7 feet to an iron pin on the eastern side of Strange Road; thence N. 0-47 E. 37 feet to an iron pin; thence N. 1-33 E. 88.1 feet to an iron pin at the joint front corner of Lots 60 and 61; thence along the common line of said Lots, S 87-24 E. 132.3 feet to an iron pin at the joint rear corner of Lots 59 and 60; thence along the common line of said Lots, N. 2-36 W. 150 feet to an iron pin, the point of beginning.

The within mortgage is a second mortgage, junior to that in favor of Family Federal Savings and Loan of Greer, South Carolina, in the original amount of \$33,500.00 and recorded in the R.M.C. Office for Greenville County at Real Estate Mortgage Book 1448 at Page 400.

This being the same property conveyed to the Mortgagors herein by deed of Mattox and Dillard Builders, Inc. dated October 27, 1978, and recorded in the R.M.C. Office for Greenville County in Deed Book 1090 at Page 627.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
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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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

THEY 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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