

MORTGAGE OF REAL ESTATE -

MAIL TO; J. David Nelson, Jr.
Southern Bank & Trust Co.
Post Office Box 544
Travelers Rest, S. C. 29690

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
JAN 16 8 53 AM '81
DONN S. TANKERSLEY
R.M.C

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 1530 PAGE 225

WHEREAS, DON B. BURNS

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND 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

Thirty Thousand and 00/100-----Dollars (\$30,000.00) due and payable in sixty (60) equal monthly installments of \$761.80, beginning on February 1, 1981, and continuing on the first of each month thereafter, with said payments to be first applied to interest, balance to principal.

with interest thereon from January 15, 1980 at rate of eighteen per centum per annum, to be paid as above

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

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 Patrol Club Road, near the Buncombe Road, being a portion of Lot No. 3 of the property of Walter P. Prince, et al, as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 0 at Page 135, (revised and recorded in Plat Book U, at Page 69B) and having the following metes and bounds according to plat made by R. K. Campbell, L. S., July 29, 1960:

BEGINNING at an iron pin in center of Patrol Club Road at corner of lot of Margaret Prince Hester, and running thence with center of said road N. 61-57 E. 201 feet to an iron pin in center of said road at corner of lot of Ruthel Duncan; thence with Duncan line 16 feet to a fence post at corner of lot of the grantee, Inez Prince Burns, and Ruthel Duncan; thence with Duncan line N. 13-47 W. 152 feet to an iron pin in line of Mrs. M. E. Burns; thence along Burns line S. 71-51 W. 183.15 feet to an iron pin at corner of lot of Margaret Prince Hester; and thence with Hester line S. 14-25 E. 201.04 feet to iron pin in center of Patrol Club Road, the Beginning.

This is the same property conveyed to the Mortgagor from Kathryn Diane Burns and Marian Delane Burns on August 25, 1980, as shown in Deed Book 1131, at Page 809.

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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.

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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