

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

BOOK 1559 PAGE 872

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GR... CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James A. Burton
SIGNER JAMES A. BURTON

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

Southern Bank and Trust Company
Piedmont, S.C.

(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

Five thousand four hundred ninety - seven and 80/100----- Dollars (\$ 5,497.80) due and payable in forty - two monthly installments of \$130.90 each , the first of these due on August 8 , 1981 with a like amount due on the 8th day of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from date at the rate of 17.99 per centum per annum, to be paid: in advance

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:

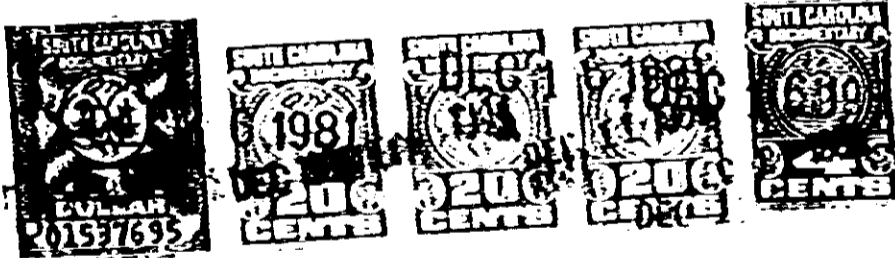
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Oaklawn Township , on the west side of U. S. Highway No. 29 on what is known as the Bennett Subdivision as shown by a plat of the same recorded in Plat Book S at page 143 - R.M.C. Office for Greenville County , and designated as Lots 18-19-20 and 21 , each having a frontage of 25 feet on the West side of Highway No. 29 , and being more particularly described on the record of said plat as follows :

BEGINNING at Iron Pin on the West side of Highway No. 29 , which pin is 100 feet south of the intersecting corner of Bennett Street and Highway No. 29 and running thence S- 81-55 W. 204.4 feet to iron pin rear corner Lots Nos. 21 and 22 ; thence S-4-20 E 100 feet to iron pin , same being rear corner of Lots Nos. 17 and 18 ; thence N. 81-55 E. 203.5 feet to iron pin on said highway ; thence along said highway ; thence along said highway N. 4-05 W 100 feet to the point and place of beginning .

This is the same property conveyed by deed of to James A. Burton dated , recorded in the Office of R. M. C. for Greenville County in Book , Page .



This property was originally conveyed to Garnett Burton and Dora F. Burton on June 28, 1956, in Deed Book 556, page 229. Thereafter Dora F. Burton died testate on September 28, 1977, leaving all of her property to her husband, Garnett Burton. Thereafter Garnett Burton died January 26, 1979, testate, as shown in Apartment 1569, File 26, leaving everything to his son, James A. Burton.

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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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