

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 22 8 51 AM 1962

MORTGAGE OF REAL ESTATE

890- Part 493

TO ALL WHOM THESE PRESENTS MAY CONCERN;

OLLIE WORTH
R.M.C.

WHEREAS, We, J. W. Burns and Florie M. Burns, jointly and severally,

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

Grady Brown

(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

One Thousand, Four Hundred and no/100 -- Dollars (\$ 1,400.00) due and payable

in annual instalments, as follows: Five Hundred (\$500.00) Dollars one (1) year after date hereof; Five Hundred (\$500.00) Dollars two (2) years after date hereof; and Four Hundred (\$400.00) Dollars three (3) years after date hereof,

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

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 Austin Township, and according to a survey by B. R. Ledbetter of June 3, 1946, having the following ~~metes~~ and bounds, to wit:

BEGINNING at an iron pin in road leading from the Woodruff Road to the Laurens Road, and running thence N. 77½ W. 18.72 chs. to an iron pin at branch; thence up the meanders of said branch N. 13 E. 1.60 chs. to an iron pin; thence S. 77¾ E. 17.60 chs. to an iron pin in said road; thence S 4½ W. 1.83 chs. to the beginning corner, containing three (3) acres, more or less, and being the same property conveyed to us by deed of Ruth Smith Verdin, dated June 3, 1946, and recorded in the R.M.C. Office for said County in Deed Book 294 at page 112, Less:

----- that portion of the above tract conveyed by us to Claude W. Carter, by deed dated Jan. 12, 1949, and recorded in the R.M.C. Office aforesaid in Deed Book 372 at page 435, containing approximately two (2) acres, and described as follows: BEGINNING at a Blackjack Tree in T. J. Mahaffey's line and running thence N. 6 E. 1.59 chs. to pin in Ruth Verdin's line; thence N. 77½ W. 12.63 chs to pin at branch; thence with branch as a line and along the meanders of said branch N. 13 E. 1.60 chs to iron pin; thence S. 77-¾ E. 11.78 chs. to beginning corner.

The approximate two acres of land that is excepted from this mortgage was conveyed back to J. W. Burns by the said Claude W. Carter by deed dated May 25, 1959, and recorded in the R. M. C. Office aforesaid in Deed Book 625 at page 374; and again conveyed away by the said J. W. Burns to Marion W. Chandler and Shelby W. Chandler by deed dated July 6, 1961, and recorded in the said R.M.C. Office in Deed Book 677 at page 222.

Together with all and singular rights, members, herditaments, 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.