DEC 9 8 19 NN 1863

## MORTGAGE

400 A 10 10 PAGE 177

STATE OF SOUTH CAROLINA, COUNTY OF Greenville ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Greenville County, S. C. Herbert D. Burns and Patricia A. Burns of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Twenty-One Thousand Seven Hundred and No/100 Dollars (\$ 21,700.00 ), with interest from date at the rate of Six & one-halfer centum ( $6\frac{1}{2}$ %) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Forty-Six and 53/100 Dollars (\$ 146.53 ), commencing on the 15 day of January , 1967, and on the 15 day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville

State of South Carolina: on the southeastern side of Shallowford Road, in the City of Greenville, being shown as Lot 503 on plat of Section D of Gower Estates, recorded in Plat Book RR at Pages 192-193, and described as follows:

BEGINNING at an iron pin on the southeastern side of Shallowford Road, corner of Lot 504, and running thence with the line of said lot S. 41-29 E. 185 feet passing an iron pin to a point in the center of a branch; thence with the branch as a line, the traverse of which is N. 24-06 E. 181.4 feet to point in said branch; thence passing an iron pin N. 45-18 W. 113 feet to iron pin on Shallowford Road; thence with the southeastern side of said Road S. 45-48 W. 58.6 feet and S. 48-35 W. 99.2 feet to the beginning corner.

Being the same property conveyed to the mortgagor by Wayner Bros., Inc., by deed to be recorded herewith.

Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

for hitispection to this mortgage see R. E.M. Book 1135 page 529

2 DAY OF September 18 69 Allie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C. AT 2:32.0'CLOCK A. M. NO. 5280