

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

4:52 PM
R.M.C.

BOOK 1088 PAGE 195

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Junius H. Garrison, Jr., J. Milton Smeak and Braxton Cutchin, III,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mrs. Arch P. Burnett, Kate B. Putman, T. Whitner Burnett and Dorothy B. Vaughn,

(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 seven Thousand, One Hundred Forty-Five & no/100 Dollars (\$37,145.00) due and payable

with interest thereon from date at the rate of 6% per centum per annum, to be paid, in three equal annual installments of \$12,381.67 due and payable 4/1/69, 4/1/70 and 4/1/71.

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, lying on the west side of Old Highway #14, being known and designated as the property of A. P. Burnett, said tract of land being more particularly described in a survey entitled "Survey for A. P. Burnett," Greenville Co., S. C., dated February 22, 1968 by Piedmont Engineers & Archt., Greenville, S. C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of the intersection of Phillips Road and Old Highway #14 and running thence along the center of Phillips Road S. 48-07 W. 200 ft. to a point in Phillips Road; thence S. 38-33 W. 147 ft. to a point in Phillips Road; thence S. 29-35 W. 100 ft. to a point in Phillips Road; thence S. 84-12 E. 263.1 ft. to a point in the center of Old Highway #14; thence along the center of Old Highway #14 to a point in S. C. Highway #14, S. 4-32 W. 973.4 ft.; thence along line of property of W. C. and Annie M. Taylor N. 54-45 W. 646.6 ft. to a point in Phillips Road; thence N. 35-30 E. 110 ft. to a point in Phillips Road; thence along line of property of J. W. Phillips N. 44-30 W. 550.9 ft. to a concrete monument on the line of property of the Greenville-Spartanburg Airport; thence N. 44-30 W. 76.1 ft. to concrete monument; thence along the line of Greenville-Spartanburg Airport property N. 0-43 W. 793.68 ft. to a stone; thence N. 79-11 E. 1082.46 ft. to a point in Old Highway #14; thence along the center of Highway #14 S. 4-34 W. 574.9 ft. to a point of beginning, and having, according to said plat, a total of 30.63 acres more or less, and exclusive of roads 26.6 acres, more or less.

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.

SATISFIED AND CANCELLED OF RECORD

26 DAY OF August 1971

Hannie J. Sandcock

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 3:52 O'CLOCK P. M. N. 6-1-71

FOR SATISFACTION TO THE STATE SEE
SATISFACTION BOOK 20 PAGE 710

For Release 17.10.10
The Release of records for R. E. M. C. by the State of South Carolina