



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, James J. Burts and Priscilla Burts

(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 hundred sixty - nine and 84/100----- Dollars (\$ 569.84) due and payable

in seventeen monthly installments of \$33.52 each, the first of said installments being due and payable on August 8, 1969, and a like sum on the corresponding day of each and every calendar month thereafter until the whole of said debt is paid in full.

with interest thereon from date at the rate of 7 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, County of Greenville,

State of South Carolina, having the following metes and bounds, to wit :

BEGINNING at a point in the center of Cooley Bridge Road and running thence with the center of said road N. 1-42 W. 261.2 feet to an iron pin ; thence N. 87-02 E. 417.3 feet to an iron pin ; thence N. 1-42 W. 209 feet to an iron pin ; thence S. 77-36 E. 664 feet to an iron pin ; thence S. 1-42 E. 394 feet more or less to an iron pin ; thence N. 89-30 W. 207 feet to a stone ; thence S. 73-26 W. 440 feet to a stone; thence S. 73-54 W. 476 feet more or less to the point of beginning.

This is a portion of the property of George Arnold as shown on a plat made by C. O. Riddle, Surveyor, dated February 25, 1953, with last revision dated August 19, 1959 and is that tract of 10.04 acres and marked James Burts and Priscilla Burts NO. 1

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