

STATE OF SOUTH CAROLINA Aug 22 3 21 PM '69

COUNTY OF GREENVILLE DULIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, LEONARD H. BURNETTE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto LEROY C. OWENS, AND BOBBIE W. OWENS,

(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 AND NO/100 AND CORRECTION OF BELOW DESCRIBED
MORTGAGE CONVEYANCE----- Dollars (\$) due and payable

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

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 purpose:

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, on the southwestern side of Westbrook Lane and being known and designated as Lot No. 9, Block C., on Plat of Brookforest recorded in the R. M. C. Office for Greenville County, in Plat Book "BB" at page 41, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Westbrook Lane at the joint front corner of Lots Nos. 9 and 10, and running thence along said Lane S. 34-18 E. 70 feet to an iron pin; thence along the joint line of Lots Nos. 9 and 8, S. 55-42 W., 175 feet to an iron pin; thence N. 34-18 W., 70 feet to an iron pin; thence along the joint line of Lots Nos. 10 and 9, N. 55-42 E., 175 feet to the point of beginning.

This mortgage is given to correct that certain mortgage given by the Mortgagor to the Mortgagees on the 26th day of May, 1969, recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1127, at page 201, on the 30th day of May, 1969, which covered Lot No. 10, Block C., which should have been Lot No. 9, Block C., as above described. Said Mortgage on Lot 10, Block C., as above described is hereby null and void and replaced by the above described mortgage on Lot 9, Block C.

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.