

MORTGAGE OF REAL ESTATE—Mann, Foster, Althoff & Grassy, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

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GREENVILLE CO. S. C.
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OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

BOOK 1139 PAGE 397

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, I, C. Fred Burns (also known as Charles F. Burns)

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, Jr. as Trustee under B. M. McGee Will

(hereinafter referred to as Mortgage) 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

Ten thousand seven hundred fifty and no/100----- Dollars (\$10,750.00) due and payable

\$188.50 on the 15th day of each and every month hereafter, commencing November 15, 1969; balance due 6 years from date; it is understood and agreed that the Mortgagee has the right and privilege to declare the entire balance due and payable 5 years from date; payments to be applied first to interest, balance to principal; with the privilege to anticipate payment after one year with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly

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

All those pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 1 and 2, Block Y, on plat of Riverside Subdivision recorded in the R. M. C. Office for Greenville County in plat Book "A", at page 322 (also see Plat Book "K", at page 283).

Lot No. 1 fronts 50 feet on the south side of Palmetto Street and runs back to a depth of 125 feet along the eastern side of Finley Street (formerly Green Street) and to a depth of 125 feet along the line of Lot No. 2 and is 50 feet across the rear.

Lot No. 2 fronts 22.7 feet on the south side of Palmetto Street and also fronts 35.4 feet on the west side of Odum Circle (formerly Chicora Avenue) and runs back to a depth of 125 feet along the line of Lot No. 1 and to a depth of 104.2 feet to the line of Lot No. 3 and is 50 feet across the rear.

The above is the same property conveyed to the Mortgagor by deeds recorded in Deed Book 794 at page 203 and Deed Book 497 at page 485.

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.