

FILED
GREENVILLE, S. C.

BOOK 1228 PAGE 265

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 6 3 21 PM '72

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Ieland E. Browder, Jr. and Emily Faye H. Browder

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. L. Burns and Agnes C. Burns

(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 Fifteen Thousand and no/100

----- Dollars (\$ 15000.00) due and payable
Cash down \$3300.00 and a cash payment of \$100.00 on the 1st day of April, 1972 and a like payment of \$100.00 cash on the 1st day of each and every successive month thereafter until paid in full. Unpaid balance may be paid in full at any time prior to maturity without penalty or additional charges of any kind.

with interest thereon from date after December 1, 1981 at the rate of 6 per centum per annum, to be paid: annually

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, known as and being a part of the property conveyed to R. L. Burns by deed of Victoria Cox Morgan, dated July 2, 1947 and recorded in R.M.C. Office for Greenville County in Book 314 at Page 334 and also a part of the property consisting of approx. of 1 1/2 to 2 acres of the property conveyed to Agnes C. Burns by deed of S. B. Cox dated Jan. 23, 1954 and recorded in R.M.C. Office for Greenville County in Book 493 at Page 106. This property being conveyed by R. L. Burns and Agnes C. Burns, who are husband and wife, under one joint deed, due to the fact that the property conveyed by this deed is joined together. This tract of land conveyed with this deed being more completely described according to a plat and survey made by Terry T. Dill, Reg. C. E. & L. S. No. 104, dated Feb. 21, 1972 with the following metes and bounds to-wit:

BEGINNING at a point in center of Burns Road one mile northwest of Hwy. 414 and running thence with center of Burns Road N. 55-03 W. 84.5 ft. to a point in center of Burns Road; thence still with center of Burns Road N. 37-32 W. 600.0 ft. to a point in center of Burns Road; thence still with center of Burns Road N. 24-24 W. 460.0 ft. to a point in center of Burns Road; thence N. 19-53 E. 172.0 ft. to iron pin (iron pin on northeast side of Burns Road right-of-way in line); thence N. 74-17 E. 247.0 ft. across branch to iron pin; thence N. 58-17 E. 160.0 ft. to iron pin; thence S. 59-17 E. 662.0 ft. to a point in center of dirt road (iron pin offset on road right-of-way in line); thence with center of dirt road S. 07-30 E. 275.0 ft. to a point in center of dirt road; thence still with center of dirt road S. 19-53 W. 350.0 ft. to a point in center of dirt road; thence S. 13-57 E. 100.0 ft. to a point in center of dirt road; thence S. 55-30 W. 390.0 ft. across branch to the beginning corner in center of Burns Road (iron pin offset on each road right-of-way in line). Containing 18.4 acres more or less.

This is a purchase money mortgage.

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