

MORTGAGE OF REAL ESTATE—Mamm, Foster, ~~Alford~~ & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1228 PAGE 523

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MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

W. C. Burgess and Floreeda F. Burgess

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. Dan Joyner and P. Dayton Poole

(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 Eight Hundred and Forty and No/100-----

----- Dollars (\$ 840.00) due and payable

\$35.00 per month beginning May 1, 1972, for a period of twenty-four (24) months

with interest thereon from maturity at the rate of eight per centum per annum, to be paid: on demand

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 Gantt Township, being known and designated as Lot No. 85 according to plat of Property of Woodfield, Inc. Subdivision located on the southwest side of Augusta Road, said Lot having the following metes and bounds according to plat of Dalton & Neves, Engineers recorded in the RMC Office for Greenville County in Plat Book "S" at Page 113 as follows:

BEGINNING at an iron pin on the southern side of Brook Forest Drive at the joint front corner of Lots No. 84 and 85 and running thence along the line of Lot No. 84 S.38-20 W. 160 feet to an iron pin at the rear corner of Lot No. 84; thence N.51-40 W. 80 feet to an iron pin at the rear corner of Lot No. 86; thence along the line of Lot No. 86 N.38-20 E. 160 feet to an iron pin on Brook Forest Drive; thence along Brook Forest Drive S.51-40 E. 80 feet to the point of beginning.

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.