

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY

1974 DEC 4 07 PM 1974
COUNTY CLERK
GREENVILLE

MORTGAGE OF REAL ESTATE

1328 441

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WAYMOND L. BURTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK & TRUST COMPANY

(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 THOUSAND SEVEN HUNDRED FIFTY FIVE & 60/100----- Dollars (\$ 1,755.60--) due and payable in twenty-four (24) equal monthly installments of Seventy Three and 15/100 (\$73.15) Dollars per month beginning December 1, 1974 and continuing on the first of each month thereafter until paid in full, with payments to be applied first to interest and then to principal

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 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, Fairview Township, being known and designated as Lot 9 on a plat of property of Mary E. Leake Estate by Campbell & Clarkson, Surveyors, Inc., dated September 21, 1973, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 5-D, Page 22, and has, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern edge of Bryson Road, joint front corner with Lot 8; running thence 56-41 E. 74.2 feet to an iron pin in the edge of said road; thence S. 64-49 E. 290.48 feet to an iron pin; thence S. 7-55 E. 143.65 feet to an iron pin; thence S. 51-32 W. 165.01 feet to an iron pin, joint rear corner of Lot 8; thence N. 33-19 W. 392.3 feet to an iron pin, the point of beginning.

This is a portion of the property of Mary E. Leake Estate, which Estate is on file at the Probate Court for Greenville County in Apartment 1282, File 8-A.

This is the identical property conveyed to the Mortgagor herein by deed to be recorded of even date herewith.



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.

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