

AUG 27 10 46 AM '77

STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

BONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, DR. JOHN BURRY

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PALMETTO BANK, West Main Street, Laurens, South Carolina

(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

Eighty-eight Thousand Six Hundred-twelve and 50/100 Dollars (\$88,612.50) due and payable on the 14th day of February, 1977,

with interest thereon from maturity at the rate of 8 1/2 per centum per annum, to be paid as aforesaid

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 Laurens, on waters of South Raburns Creek, containing One Hundred Seventy-two (172) Acres more or less bounded by lands now or formerly of Michael and Bonnie Abercrombie, lands now or formerly of Sara W. Peden; by lands now or formerly of Roy Owens; by lands now or formerly of Fred and Rufus Wood; by Raburns Creek and possible by lands of others, being the identical lands described in deeds from Cynthia and J. H. Babb to Mary A. Gray, dated the 9th day of March, 1909, of record in Deed Book 211, at Page 219, in the office of the Clerk of Court for Laurens County, South Carolina, and Deed from Cynthia Babb in favor of J. H. Babb, dated the same date and of record in Deed Book 211, at Page 218, in the office of the Clerk of Court for Laurens County, South Carolina. The said Mary A. Gray acquired the lands conveyed by J. H. Babb by inheritance from him, she being his daughter and only heir-at-law. The mortgagor herein Dr. John Burry acquired said lands by deed from James Hilliard Gray and others as the heirs-at-law and next of kin of the said Mary A. Gray by deed to be recorded contemporaneously with this instrument, and it is understood and agreed that the indebtedness secured by this instrument represents a portion of the purchase price of said lands and that this is a purchase money mortgage.

It is further understood and agreed that some portion of the lands herein described may be located in Greenville County, South Carolina, and that this mortgage should be recorded in both counties.

It is further understood and agreed that approximately seven (7) acres of the lands above described, which are separated from the remainder of the said lands by a road, are subject to the terms of a special agreement on behalf of Hilliard Gray and the rights of the Mortgagee herein, its successors and assigns shall be subject to and junior to the rights of the said Hilliard Gray and the seven (7) acres.



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 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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