

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
AP 13 10 50 AM '76
JOHN S. TANKERSLEY
REC'D

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Donald Ray Burton

(hereinafter referred to as Mortgagor) is well and truly indebted unto **James Douglas Burton**

(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 **Eleven Thousand, Three Hundred and Sixty-one**

& 71/100 --- Dollars (\$ 11,361.71) due and payable

in equal monthly installments of Ninety (\$90.00) & no/100 Dollars each,
the first payment to be due by March 10, 1976; payments to be applied
first to interest balance to principal

with interest thereon from _____ date _____ at the rate of **Seven** 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**, on the western side of **Alamo Street** (formerly **Hill Street**) near the subdivision known as **Riverside**, and being known and designated as **Lot No. 12** on plat of property of **Sallie Mae Lunsford** prepared by **Pickell and Pickell, Engineers**, dated **April 2, 1947**, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake on the western side of **Alamo Street** at joint front corner of **Lots Nos. 11 and 12**, and running thence along the joint line of said **Lots**, **N. 79-31 W. 150 feet** to an iron pin; thence **N. 10-50 E. 64.5 feet** to a stake; thence **S. 79-31 E. 150 feet** to an iron pin on **Alamo Street**; thence with said **Alamo Street**, **S. 10-50 W. 64.5 feet** to the point of beginning.

And being the same property conveyed to mortgagor by mortgage dated **March 1, 1976**, and being recorded



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 whatsoever lawfully claiming the same or any part thereof.

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