

OCT 29 2 47 PM '76

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Frank Burton and Eunice V. Burton

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

Southern Bank and Trust Company, Piedmont, S. C.

(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

Five thousand eight hundred seventy-two and 32/100 - Dollars (\$ 5,872.32) due and payable in forty - eight (48) monthly installments of \$122.34 each, the first of these due and payable on December 15, 1976 with a like amount due on the 15th day of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from _____ date at the rate of 12.51 per centum per annum, to be paid: in advance

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, lying and being in the Piedmont Manufacturing Company Village in or near the Town of Piedmont, and being more particularly described as Lot No. 80, Section 4, as shown on a plat entitled "Property of Piedmont Manufacturing Co., Greenville County", made by Dalton & Neves, February, 1950, sections 3 and 4 of said plat are recorded in the R. M. C. Office of Greenville County in Plat Book Y, at pages 2 - 5, inclusive, and pages 6 - 9, inclusive, respectively. According to said plat, the within described lot is also known as #20 Hammett Street and fronts thereon 77 feet.

This is the same property conveyed to Frank D. and Eunice V. Burton by deed of Clarence Owens dated March ___ 1973, said deed recorded in the RMC Office for Greenville County in Vol. 973 at page 469.



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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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