

FILED
GREENVILLE CO. S. C.
FEB 25 2 22 PM '77
DUNN S. TANKERSLEY
R.M.C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Robert Edward Nix and Janet M. Nix

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. D. Burns and Sybil C. Burns

(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

Twenty Thousand and NO/100-----Dollars (\$ 20,000.00) due and payable

A cash payment on Feb. 1st, 1977 of \$ 242.66, and a like cash payment of \$242.66 on the 1st, day of each and every successive month thereafter until paid in full. Payments shall first apply to interest and then to principal.

with interest thereon from Jan. 1st, 1977 at the rate of 8% per centum per annum, to be paid: Monthly

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, Paris Mountain Township, being designated as lots 13 and 14 of Section I of a Subdivision of the property of Blue Ridge Realty Co., Inc. known as "Fenwick Heights," the same as shown on a plat thereof prepared by Piedmont Engineering Service, March, 1959, said plat being recorded in the RMC Office for Greenville County, in Plat Book QQ at pages 44-45.

The conveyance being of lots 13 & 14 of Section I according to aforesaid plat.

This conveyance is made subject to Restrictions recorded in the RMC Office for Greenville County in Deed Book Vol. 619 at Page 430, reference to which is hereby made.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

This being that same property conveyed by deed of the said Blue Ridge Realty Co., Inc. on December 29, 1959 and being recorded in the RMC Office for Greenville County, State of South Carolina, in Book 644, Page 172.

ALSO, all that piece, parcel or lot of land located in Paris Mountain Township, Greenville County, State of South Carolina, being designated as lot 15 of Section I of a Sub-division of the property of Blue Ridge Realty Co., Inc., known as "Fenwick Heights" the same as shown on a plat thereof prepared by Piedmont Engineering Service, March, 1959, said plat being recorded in the RMC Office for Greenville County in Plat Book QQ at pages 44-45.

This conveyance being of lot 15 of section I according to aforesaid plat.

This conveyance is made subject to Restrictions recorded in the RMC Office for Greenville County in Deed Book Vol. 619 at Page 430 reference to which is hereby made.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

This being that property conveyed by Deed of Blue Ridge Realty Co., Inc. a corporation chartered under the laws of the State of South Carolina and having its principal place of business in Greenville, South Carolina, and being recorded in the RMC Office for Greenville County, State of South Carolina, in Book 666 at Page 286.

This is a purchase money mortgage.

This being the same identical property conveyed to H. D. Burns and Sybil C. Burns by Wendell Gregory Steacy Williamson and Enola Kathryn Williamson, Recorded in R.M.C. Office of Greenville County in Book 922 at page 370, on the 10th day of August 1971.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
FEB 25 77 STAMP TAX 08.00
63.11218

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.

RECORDED IN R.M.C. OFFICE

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