

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
MAY 3 3 51 PM '77

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

WHEREAS, H. W. Wilburn

(hereinafter referred to as Mortgagor) is well and truly indebted unto George N. Funderburk

(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 -----

Three Thousand and No/100----- Dollars (\$ 3,000.00) due and payable in equal monthly installments of \$74.66, commencing June 1, 1977, and continuing on the first day of each and every month thereafter until paid in full; payments to be applied first to interest, balance to principal, with the privilege to anticipate payment in full or in part at any time without penalty; with interest thereon from date at the rate of nine 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 -----

ALL that certain piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, on the northwest side of Paris Mountain Road and near its intersection with State Park Road and being the northwest part of Tract 1 of Amanda Young Estate according to plat made by W. J. Riddle September 18, 1936, recorded in Plat Book N, at page 107 and a 30-foot strip connecting same with Paril Mountain Road, according to survey by J. C. Hill on March 10, 1949, having the following metes and bounds, to-wit:

BEGINNING at a point in Paris Mountain Road southwest from its intersection with State Park Road, being the southern corner of 2.19 acres conveyed to J. C. Fisher by Charping; thence N. 17 W. 31.8 feet, more or less, to an iron pin in Charping line; thence with said line N. 17 W. 306.58 feet to a point in old road; thence N. 20 W. 128 feet to an iron pin; thence N. 41 W. 844 feet to a stone, corner tract 7 of Young Estate; thence N. 37 E. 500 feet to an iron pin, corner tract 2-6-7 of Young Estate; thence S. 40-30 E. 500 feet; thence S. 37 W. 465.07 feet along Hughes line to a point; thence S. 41 E. 344 feet to a point; thence S. 20 E. 130.11 feet, crossing old road to a point; thence S. 17 E. 302.19 feet to point in Paris Mountain Road; thence S. 28-53 W. 32.1 feet with said road to the beginning.

The above property is the same conveyed to the Mortgagor herein by deed of Bethel A. Lister and Consuelo M. Lister dated February 12, 1959, and recorded in the R.M.C. Office for Greenville County, S. C. on February 12, 1959, in Deed Book 610, at page 531.

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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