MORTGAGE OF REAL ESTATE — Law Offices of Brissey, Lathan, Smith & Barbare, P. A.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert Lee Burgess and Lois N. Burgess,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Law Offices of Brissey, Lathan, Smith & Barbare, P. A.

(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 Two Thousand Nine Hundred Fifty and 00/100 Dollars $ 2,950.00 due and payable

according to the terms thereof, said note being incorporated herein by reference.

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced from time to time for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs or for any other purpose

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, being known and designated as Lot No. 26 of a subdivision known as Colonial Hills, Section No. 2, as shown on a plat thereof prepared by Piedmont Engineers & Architects, dated June 17, 1964, recorded in the R.M.C. Office for Greenville County in Plat Book RR, at Page 185, and having such metes and bounds as shown thereon.

THIS BEING the same property conveyed to the Mortgagors herein by deed of Williams Land Company, Inc., same as Williams Land Co. dated September 22, 1965, and recorded in the Greenville County R.M.C. Office in Deed Book 782 at Page 569.

MORTGAGEE'S ADDRESS: 635 North Academy
Greenville, South Carolina 29601

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 such 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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