

GREENVILLE CO. S.C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE L.S. 1001881
PURCHASE MONEY
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

1435 880

WHEREAS, MICHAEL G. BURTON

hereinafter referred to as Mortgagor, is well and truly indebted unto J. L. ACKER AND RUBY L. ACKER

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 FORTY THOUSAND FIVE HUNDRED AND 00/100 Dollars \$40,500.00 due and payable as follows: First payment of \$1500.00 plus interest of nine (9%) to be paid six (6) months from date, totalling \$5,322.50; every six (6) months thereafter, payment to be made, with interest at nine (9%) over a 25 year period, in the amount of \$1,985.22; total due in 60 months; purchaser to have right of prepayment without penalty;

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 northeastern side of Cleveirvine Avenue, in the City of Greenville, being shown as lots 145, 146, and 148 on plat of East Park, Boyce Linn Addition, recorded in Plat Book A at page 585 in the RMC Office for Greenville County, and according to a survey made by C. C. Jones, July 17, 1902, are described as follows:

LOTS 145 and 146: BEGINNING at an iron pin on the northeastern side of Cleveirvine Avenue, at the corner of lot 147, and running thence with the northeastern side of said Avenue, N. 41-45 W., 100 feet to an iron pin; thence N. 48-15 E., 175 feet to an iron pin; thence S. 41-45 E., 100 feet to an iron pin at the corner of lot 147; thence with line of said lot, S. 48-15 W., 175 feet to the beginning.

LOT 148: BEGINNING at an iron pin on the northeastern side of Cleveirvine Avenue, corner of lot 146, and running thence with the northeastern side of said Avenue, N. 41-45 W., 80 feet to an iron pin at the corner of lot 147; thence with the line of said lot, N. 48-15 E., 175 feet to an iron pin; thence S. 41-45 E., 100 feet to an iron pin at the corner of lot 149; thence with the line of said lot, S. 48-15 W., 175 feet to the beginning corner, together with all of the right of way of the joint driveway between lots 146 and 147, created by an agreement recorded in Deed Book 475 at page 112, and subject to a similar right of way by the owner of lot 147.

This is the same property conveyed to the Mortgagor by deed of J. L. Ackler and Ruby L. Ackler, to be recorded at even date herewith, Jan. 23, 1979.

[Signature]
MICHAEL G. BURTON

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 a land and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming by some or any part thereof.

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