

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
JUN 30 AM '82

8 Melissa Ct
Asheville NC 28806
MORTGAGE OF REAL ESTATE

BOOK 1564 PAGE 728

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William Burnett and Carole A. Burnett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Stephen W. and Nanette S. Gregory

(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

Four thousand and fifty -----Dollars (\$ 4,050.00) due and payable to be repaid in monthly installments of \$58.12 for twelve months, commencing on June 1, 1982, with a balloon payment on June 1, 1983 of principal and interest balance, provided, however, that at the option of obligor monthly payments of \$58.12 may be extended for a second year with a balloon payment of principal and interest due on JUN 1, 1984. with interest thereon from date at the rate of 12% 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:

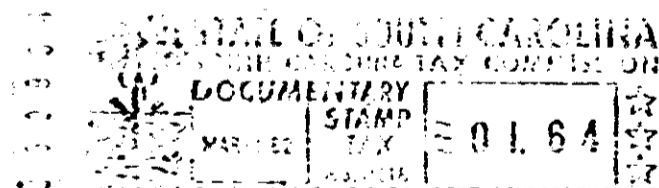
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL of that piece, parcel or lot of land, situated, lying and being shown as Lot No. 49 on a Plat entitled "Section 3, Chick Springs", dated March 21, 1967, with revision, prepared by Piedmont Engineers & Architects, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book UUU, at page 91, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Kerry Court at the joint front corner of Lots 48 and 49 and running thence with Kerry Court, S. 22-10 E. 59.15 feet to an iron pin; thence along the cul-de-sac of Kerry Court, the successive chords of which are S. 16-00 W. 37.5 feet; S. 23-23 E. 30 feet to an iron pin, joint front corner of Lots 49 and 50; thence along the joint line of Lots 49 and 50 S. 69-10 W. 144.3 feet to an iron pin; thence N. 20-15 W. 115 feet to an iron pin at the joint rear corner of Lots 48 and 49; thence along the joint line of Lots 48 and 49 N. 67-42 E. 162.92 to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed from Stephen W. and Nanette S. Gregory of even date to be recorded herewith in the RMC Office for Greenville County.

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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 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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