

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

VOL 1649 PAGE 635

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MICHAEL G. BURTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto DONALD F. WAGGONER

(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

Thirty-six Thousand ----- Dollars (\$ 36,000.00 ) due and payable

with interest thereon from date at the rate of 13% per centum per annum, to be paid: Due and payable

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:

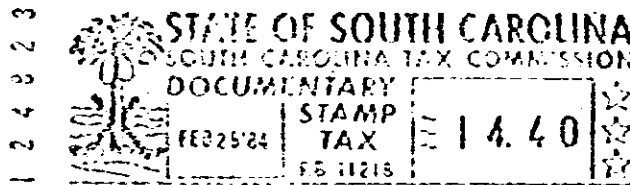
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being shown and designated as Lots 145, 146, and 148 on plat of East Park, Boyce Lawn Addition, recorded in Plat Book A at page 383 in the RMC Office of Greenville County and also shown on a more recent plat of Property of Michael G. Burton, Lots 145, 146 and 148, dated July 29, 1981, prepared by Freeland & Associates, recorded in Plat Book 8-Q at page 56, and having, according to the more recent plat of survey, the following metes and bounds, to-wit:

LOTS 145 and 146 : BEGINNING at an iron pin on the northeasterly side of Cleveirvine Avenue, at a line of lot 145, and running thence N 48-15 E, 175.0 feet to an iron pin; thence turning and running across the rear line of lots 145 and 146, S 41-46 E, 49.92 feet to an iron pin and 50.14 feet to an iron pin; thence turning and running with the common line of lots 146 and 147, S 48-15 W, 174.73 feet to an iron pin on the northeasterly side of Cleveirvine Avenue; thence turning and running along said Avenue, N 42-01 W, 50.14 feet to an iron pin and N 41-50 W, 49.92 feet to an iron pin, being the point and place of beginning.

LOT 148: BEGINNING at an iron pin at the joint front corner of lots 147 and 148 and running thence N 48-15 E, 174.43 feet to an iron pin; thence turning and running along the rear lot line of lot no. 148, S 41-46 E, 49.44 feet to an iron pin; thence turning and running S 48-15 W, 174.41 feet to an iron pin on the northeasterly side of Cleveirvine Avenue; thence with said Avenue, N 41-48 W, 49.44 feet to an iron pin, being the point and place of beginning.

This is the same property conveyed to the mortgagor by deed of J.E. Acker and Ruby T. Acker, recorded in the RMC Office of Greenville County in Deed Book 1095 at page 858 on January 23, 1979.



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, 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.