

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

OCT 13 10 14 AM 1966

MORTGAGE OF REAL ESTATE

BOOK 1042 PAGE 529

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, David Lester Eller and Judy Hayden Eller

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. D. Burns, his heirs & assigns

(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

-----Seventy-Three Hundred & No/100----- Dollars (\$ 7300.00) due and payable

Sixty-One & 61/100 (\$61.61) Dollars per month, interest included, with fifteen (15) years to pay

with interest thereon from date at the rate of _____ per centum per annum, to be paid:

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, in Bates Township, located about three miles north of Travelers Rest, S. C., on the western side of U. S. Highway #276 (Travelers Rest, Ceaser's Head Road) the same being shown and designated as lot No. 4 on a plat of the property of the "Nannie K. Hunt Estate," plat made by H. L. Dunahoo, Surveyor, dated November 15 & 16, 1951 and recorded in Plat Book AA, Page 134, RMC Office for Greenville County, and having, according to said plat which is incorporated herein by reference, the following courses and distances to-wit:

BEGINNING at a point on the edge of Western side of U. S. Hwy. #276 at joint corner of lot #5 and running thence along line of lot #5, S 630-30 W. 219 ft. to joint rear corner of lots #35 & 36, thence along rear line of lot #36, N 26-15 W 100 ft. to a point joint corner with lot #36 & 37, thence N 63-30 E 219 ft. to a point on western side of U. S. Hwy #276, joint corner of lot #3, thence along western edge of said Highway, S 29-30 E. 100 ft. to the beginning corner.

This is a part of the same property conveyed to H. D. Burns, his heirs and assigns, by Paul L. Gilreath and S. T. Turner, as Trustees, of the Nannie K. Hunt Estate, Bates Township, and recorded in the RMC Office in Greenville County, State of South Carolina, on the 27th day of February, 1952, in Book 452, Page 119.

This is a purchase money mortgage.

Together with all and singular rights, members, herditaments, 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 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.

Filed in full January 17, 1968

H. D. Burns

*David Lester Eller
Judy Hayden Eller*

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GREENVILLE COUNTY, S. C.