

U. S. C.
MORTGAGE OF REAL ESTATE

1485 766

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

SELEY
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, JAMES ROY BURRY AND KATHY H. BURRY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto LEROY CANNON REALTY, INC.

(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

Five Thousand Three Hundred Fifty & No/100----- Dollars (\$ 5,350.00) due and payable

In monthly payments of \$113.69 beginning November 15, 1979, until paid in full.

with interest thereon from _____ date _____ at the rate of 10% per centum per annum, to be paid Monthly

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 Mortgagee 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 number 2, Cannon Estates, Section II., containing 1.97 acres more or less, according to a plat prepared by Charles K. Dunn and T. Craig Keith, R. L.S., dated February 8, 1979, and being recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 7 C at page 14, and having according to said plat the following metes and bounds to-wit:

BEGINNING at the joint front corner of Lots 1 and 2 and running thence with said lots, N. 33-44 W. 408.25 feet to the rear corner of said lots; thence along the property of S. B. Huff Estate, N. 88-55 W. 153.13 feet to the joint rear corner of Lots 2 and 3; thence with said lots, S. 23-47 E. 565.22 feet to Garrison Road; thence along Garrison Road, N. 45-51 E. 142.25 feet; thence continuing N. 34-28 E. 89.68 feet to the beginning corner.

This conveyance is made subject to recorded Restrictions in Greenville County in Deed Book 1099 at page 7 and to a drainage easement on the eastern side of said lot as shown on the recorded plat and subject to a joint agreement between Jack Huff and Leroy Cannon dated January 10, 1979 as the rear property line and any other recorded easements and rights of way and any visible on the property.

This being a portion of the same property conveyed to Leroy Cannon Realty Inc. by Master's Deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 1086 at page 985, and being recorded 9/8/78.

This is a purchase money mortgage.

GCTC --- 10025 79 233

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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