

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FILED
S. C.
5 00 PM '80
DONNIE TANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert Cleveland Burnside

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company, whose address is 306 East North Street, P. O. Box 1329, Greenville, S.C., 29602, dated Dec. 10, 1978, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of ~~XXXXXX XXXXXX~~ the terms of which are incorporated herein by reference, in the ~~XXXXXX~~ original face amount of Twenty-Four Thousand Four Hundred Forty-Nine and 48/800 Dollars (\$ 24,449.48) due and payable

as per the terms of said note;

with interest thereon from Dec. 10, 1978, at the rate of eight per centum per annum, to be paid: as per the terms of said note.

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 Butler Township, being shown as the northern portions of Parcels A, B, and C on plat entitled "Property of Robert Cleveland Burnside", dated May 20, 1971, prepared by Jack M. Knight as "Plat for lease agreement only", said plat being recorded in the R.M.C. Office for Greenville County in Deed Book 931, Page 618, on December 15, 1971, and being described as follows:

BEGINNING at a point of a County Road which is the northernmost corner of the property shown on the aforementioned plat and running thence S. 45-19 E. 686.60 feet to a point; thence S. 54-39 W. 178 feet to a point; thence N. 37-10 W. 706.25 feet to a point on said County Road; thence with the edge of the County Road N. 72-22 E. 82 feet to the point of beginning.

This being a portion of the property conveyed to the Mortgagor herein by deed of Clara V. Burnside dated October 19, 1971, and recorded in the R.M.C. Office for Greenville County, S.C., in Deeds Book 931, at Page 558.

This mortgage is given to substitute collateral for the mortgage originally executed by Robert Cleveland Burnside and Louise M. Burnside in favor of Southern Bank & Trust Company, in the original amount of \$24,449.48, dated December 10, 1978, and recorded on March 20, 1979, in the RMC Office for Greenville County, S.C., in Mortgages Book 1460, at Page 234, a portion of the property described in said mortgage being released from the lien of that mortgage.

No new indebtedness has been incurred by the mortgagor, it being the intention of the parties that the original indebtedness remains in full force and effect.

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RECORDS AND DEEDS DIVISION
STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
STAMP
FEB 26 1980

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 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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