R.M.C.

N

LAW OFFICES OF JOHN W. HOWARD, III. ATTORNEY at LAW, 114 MANLY ST. GREENVILLE, S. C. 29601 SOHME S. LARKERSLET

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Jim W. Burns, and Erline T. Burns,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union, Charlotte, North Carolina,

(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 Three Thousand Four Hundred and 00/100-----

in Forty-Eight (48) semi-monthly installments of Seventy-Seven and 67/100 (\$77.67) Dollars each until paid in full, the first installment being due on October 31, 1977

with interest thereon from said date at the rate of 3/4 of 1per centum per many, to be paid: semi-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:

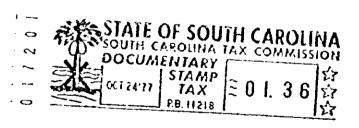
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Grove Township, containing approximately 5.50 acres and being known and designated as Tract 1 of the Property of the S. A. Mims Estate as per plat in Plat Book T-119, which plat is of record in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of a road leading to Simpsonville at the joint front corner of Tract 1 and land now or formerly of J. L. Campbell; thence along the joint line of said tracts, N. 19-3/4 E. 1243.4 feet to an iron pin; thence S. 41-1/2 W. 1069.2 feet (incorrectly stated as S. 87-1/2 W. 427.68 feet in deed recorded in Book 379-339) to the center of said road at the joint corner of Tracts 1 and 2; thence along the road S. 38 E. 462 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by Deed of Gwendolyn N. Satterfield, which Deed is dated October 13, 1977, and is to be recorded herewith in the RMC Office for Greenville County.

The Mortgagee's mailing address is P. O. Box 1414, Charlotte, N. C. 28232.



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.

4328 RV-2

 ∞