

FILED
GREENVILLE CO. S. C.
MAR 13 3 01 PM '77
DONNE S. TANKERSLEY
R.M.C.

1977-03-13

Mail to
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 17th day of March 1977, between the Mortgagor, James E. Burger (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTEEN THOUSAND AND NO/100-- Dollars, which indebtedness is evidenced by Borrower's note dated March 17, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2002;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 137, Chestnut Hills Subdivision as shown on Plat recorded in the RMC Office for Greenville County in Plat Book GG at page 35 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a concrete monument on the southern side of Sequoia Drive at the joint front corner of Lots No. 137 and 138 and running thence with the joint line of said lots, S. 19-26 W., 150 feet to an iron pin; thence N. 70-34 W., 70 feet to an iron pin at the joint rear corner of Lots No. 136 and 137; thence with the joint line of said lots, N. 19-26 E., 150 feet to an iron pin on the southern edge of Sequoia Drive; thence with Sequoia Drive, S. 70-34 E., 70 feet to the point of beginning.

This is the same property conveyed to the mortgagor by Deed of Alan Lewis Parra and Jeanetta M. Parra, dated March 17, 1977 and recorded in the RMC Office for Greenville County.

DOCUMENTARY STAMP TAX \$06.40

which has the address of 16 Sequoia Drive, Greenville, South Carolina 29605 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

4328 RV-2