

APR 22 12 18 PM '83

DONNIE S. W. WERSLEY
R.H.C.

First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

BOOK 1603 PAGE 238

MORTGAGE

THIS MORTGAGE is made this 15th day of April, 1983, between the Mortgagor, J. Raymond and Duane N. Burgess, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$4146.58 (Four thousand one hundred forty-six and 58/100-----) Dollars, which indebtedness is evidenced by Borrower's note dated April 15, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1988.....;

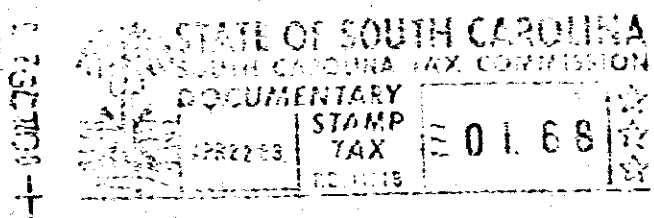
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the southwestern side of Bayne Drive, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 5 as shown on a plat prepared by C. C. Jones, dated June and September 1952, recorded in the RMC Office for Greenville County, South Carolina in Plat Book CC at page 152, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Bayne Drive at the joint front corner of Lots nos. 4 and 5, and running thence with the line of Lot no. 4 S. 46-50 W. 150 feet to an iron pin; thence S. 43-10 E 70 feet to an iron pin at the joint rear corner of Lots nos. 5 and 6; thence with the line of lot no. 6 N. 46-50 150 feet to an iron pin on the southwestern side of Bayne Drive; thence with the southwestern side of Bayne Drive N. 43-10 W 70 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Leslie and Shaw, Inc. and recorded in the RMC Office for Greenville County on July 17, 1958 in Deed Book 602 at Page 161.

This is a second mortgage and is Junior in Lien to that mortgage executed by J. Raymond and Duane N. Burgess to The South Carolina Mortgage Corporation which mortgage is recorded in the RMC Office for Greenville County on September 30, 1974 in Book 1323 at Page 687.



which has the address of 35 Bayne Drive Greenville,
(Street) (City)

South Carolina 29611 (herein "Property Address");
(State and Zip Code)

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 seized 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.

RECORDED
APR 22 1983
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4.00 CT

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