ADDRESS OF MORTGAGEE: Suite 205, Heaver Plaza 1301 York Road Lutherville, MD 21093

MORTGAGE

P.O. Fox 1: 55

Greenville, S.C. 29602 A 1961-345

THIS MORTGAGE is made this .5th day of June 19.84 between the Mortgagor, Richard H. Burnett and Charlotte S. Burnett	
19.84 between the Mortgagor, Richard H. Burnett and Charlott	te S. Burnett
(herein "Borrower"), and the Mortgage	e. nijou nome Poau Corporation
of South Carolina (herein "Borrower"), and the Mortgage	, a corporation organized and
aristing under the law of the State of South Carolina	
whose address is Suite 205, Heaver Plaza, 1301 York Road	
Lutnerville, Maryland 21093	(herein "Lender").

To Secure to Lender 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. 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 in the State of South Carolina, County of Greenville, being shown and designated as Lot 24 on Plat of Woodfield Heights, Section II, prepared by Carolina Engineering & Surveying Company, dated May 30, 1966, recorded in the RMC Office for Greenville County in Plat Book PPP at Page 109, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Blue Ridge Drive at the joint front corner of Lots 24 and 25 and running thence along Blue Ridge Drive, N. 34-20 E. 13.5 feet to an iron pin; thence continuing along said Drive, N. 45-25 E. 140 feet to an iron pin at the joint front corner of Lots 23 and 24; thence along the common line of said Lots, S. 44-35 E. 120 feet to an iron pin at the joint rear corner of said Lots; thence along the common line of Lots 24 and 43, S. 14-46 W. 135.8 feet to the joint rear corner of Lots 24 and 25; thence along the common line of said lots, N. 55-40 W. 190 feet to an iron pin on the eastern side of Blue Ridge Drive, the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of First Piedmont Bank and Trust Co. dated November 22, 1974 and recorded November 26, 1974 in the RMC Office for Greenville County in Deed Book 1010 at Page 870.

This mortgage is second in rank to that mortgage to Collateral Inv. Co. in the original amount of \$20,500.00 dated 11/22/74 and recorded 11/26/74 in the RMC Office for Greenville County in Mortgage Book 1328 at Page 459 and assigned to Government National Mort. Assoc. on 12/3/74 in Book 1328 at Page 768; this mortgage was re-recorded to change the due date on 12/16/74 in the RMC Office for Greenville County in Mortgage Book 1329 at Page 633 and the assignment to Government National Mort. Assoc. was re-recorded on 12/16/74 in Book 1329 at Page 598; Government National Mort. Assoc. re-assigned this mortgage to Collateral Investment Co. on 1/14/76 in Book 1358 at Page 12.

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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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

5.000

SOUTH CAROLINA-HOME IMPROVEMENT-1/80-ENMA/FHLMC UNIFORM INSTRUMENT