

GREENVILLE CO. S. C.

MORTGAGE

BOOK 1415 PAGE 799

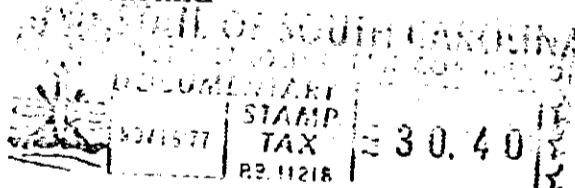
THIS MORTGAGE is made this 14th day of November 1977 between the Mortgagor, Robert H. Burnett and Mary Burnett (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of the State of South Carolina, address is Post Office Box 10148, Greenville, SC 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-six Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2007.

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: being shown and designated as Lot Number 45 of Stratton Place subdivision, as shown on plat prepared by Piedmont Engineers and Architects, dated July 10, 1972, recorded in Plat Book 4-R at Pages 36 and 37 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Whittington Drive at the joint front corner of lots 44 & 45 and running thence with the common line of said lots, N 38-28 W 148 feet to an iron pin in line of property of Gibson and at the joint rear corner of Lots 44 & 45; thence with the line of lot 45, N 26-19 E 177.95 feet to an iron pin and a point in line of property reserved for recreational facilities; thence, S 43-13 E 248.1 feet to a point in line of a 15-ft. right of way; thence running, S 45-51 W 122.64 feet to an iron pin on the northern side of the turn-around of Whittington Drive; thence with the curvature of said Drive, the chord of which is N 72-07 W, 33 feet and continuing S 62-40 W 42 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of John J. Sweeney and Doris M. Sweeney by deed dated and recorded of even date herewith.



which has the address of 133 Whittington Drive, Greenville, South Carolina (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.

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