

FILED
GREENVILLE CO. S.C.
JUL 7 10 32 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 5th day of June, 1979, between the Mortgagor, Donald A. Burke and Francine M. Burke, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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").

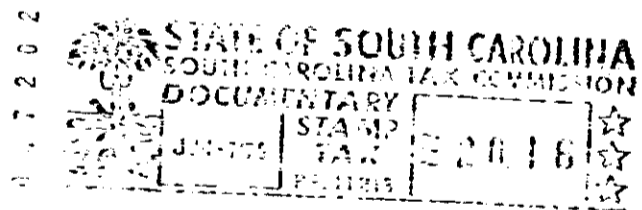
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand Three Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated June 5th, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2009.....;

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 buildings and improvements thereon, situate, lying and being on the southern side of Gray Fox Square, in Greenville County, South Carolina, being known and designated as Lot No. 120 on a plat entitled SECTION ONE, GRAY FOX RUN, made by C. O. Riddle, dated November 6th, 1975, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P at page 16, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Gray Fox Square at the joint front corner of Lots Nos. 119 and 120 and running thence along the common line of said lots, S. 28-29 E., 130 feet to an iron pin; thence S. 61-31 W., 73.1 feet to an iron pin at the joint rear corner of Lots Nos. 120 and 121; thence along the common line of said lots, N. 45-11 W., 125.8 feet to an iron pin on the southerly side of Gray Fox Square; thence along the southerly side of Gray Fox Square, the chord of which is N. 53-10 E., 65 feet to an iron pin; thence continuing along the southerly side of Gray Fox Square, N. 61-31 E., 45 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the Mortgagors by deed of Bob Maxwell Builders, Inc., to be recorded simultaneously herewith.



which has the address of 609 Gray Fox Square Taylors, South Carolina 29687 (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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