

301 College Street, P.O. Box 408, Greenville, S. C. 29602

RECORDED
GREENVILLE, S. C.
OCT 11 11 54 PM '79
BURN CONSTRUCTION CO. SLEW

BOOK 1483 PAGE 404

MORTGAGE

THIS MORTGAGE is made this 4th day of October, 1979, between the Mortgagor, BURNS CONSTRUCTION CO., A SOLE PROPRIETORSHIP, (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").

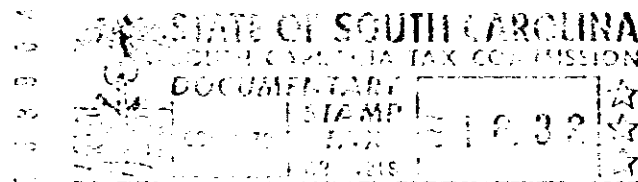
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THOUSAND EIGHT HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 4, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 1, 1980.....;

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 situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina being known and designated as Lot No. 125 on a Plat of Montclaire, Section Five recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6H at Page 26 and ahving, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the south eastern side of Danbury Lane at the joint front corners of Lots Nos. 125 and 126 and running thence S. 41-31 E. 218.65 feet to a point; thence running S. 26-37 W. 114.55 feet to a point; thence running N. 58-56 W. 264 feet to a point; thence running with the line of Lot No. 124 N. 31-04 E. 150.4 feet to a point; thence running with Danbury Lane N. 89-06 E. 54.9 feet to the point of beginning.

Derivation: Deed Book 1113, Page 58 The Old South Land and Investment Co., Inc. 10/4/79



which has the address of Lot No. 125 Danbury Lane, Montclaire Mauldin, S. C. 29662 (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 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.

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