

M

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP

GREENVILLE, S.C.
NOV 26 3 27 PM '79
DONNIE STEWART

BOOK 1489 PAGE 337

MORTGAGE

THIS MORTGAGE is made this 26th day of November, 1979, between the Mortgagor, Maxie Carroll Burns and Susan V. Burns, (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 and No/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 26, 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, 2010.....;

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 tract of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated on plat entitled "Property of Maxie Carroll Burns and Susan V. Burns", prepared by Clifford D. Jones, Registered Professional Engineer and Land Surveyor, dated October 10, 1979, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 7-R, at Page 78, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a point in the middle of Patrol Club Road (also known as Viewmont Drive), at the joint corner of property of Maxie H. Burns and Josie Mae D. Burns and Inez P. Burns and running with the middle of said road, S. 61-57 W. 20.5 feet to a point; thence leaving said road and running N. 14-25 W. 204.4 feet to a point; thence, S. 71-20 W. 67.5 feet to a point; thence, N. 26-51 W. 177.3 feet to a point; thence, N. 46-18 E. 214.2 feet to a point; thence, S. 53-49 E. 68.8 feet to a point; thence, N. 85-03 E. 28 feet to a point; thence, S. 17-25 W. 252.3 feet to a point; S. 14-25 E. 201.04 feet to a point in the middle of Patrol Club Road (also known as Viewmont Drive), the point of beginning.

This is the same property conveyed to Maxie Carroll Burns and Susan V. Burns by deed of Maxie H. Burns, also known as Maxie Henry Burns, and Josie Mae Burns, also known as Josie D. Burns, dated October 18, 1979, and recorded on October 19, 1979, in Deed Book 1113, at Page 904, of the RMC Office for Greenville County, South Carolina.

SC10 -----2 N026 79 1388

4.0001

which has the address of Route 7, Viewmont Drive Greenville,
(Street) (City)
S.C. 29609 (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.

0337

4328 RV-2