

FILED
GREENVILLE CO. S. C.

BOOK 1492 PAGE 375

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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 28th day of December,
1979, between the Mortgagor, Bobby F. Burton and Myra L. Burton,
(herein "Borrower"), and the Mortgagee, South Carolina
Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of
America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-four Thousand Five
Hundred and No/100 (\$24,500.00) Dollars or so much thereof as may be advanced, which
indebtedness is evidenced by Borrower's note dated December 28, 1979, (herein "Note"),
providing for monthly installments of interest before the amortization commencement date and for monthly install-
ments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable
on September 1, 2005;

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, (b) the performance
of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Bor-
rower dated December 28, 1979, (herein "Loan Agreement") as provided in paragraph 24
hereof, and (c) 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 located in the County of Greenville,
State of South Carolina, lying and being on the western edge of Barry Drive and
being known and designated as Lot No. 15 of Terrace Gardens according to a plat
recorded in the R.M.C. Office for Greenville County in Plat Book QQ at Page 85,
and having, according to a more recent plat entitled "Property of Bobby F. Burton
and Myra L. Burton" by Freeland & Associates, dated December 26, 1979, the following
metes and bounds, to-wit:

BEGINNING at an iron pin on the western edge of Barry Drive at the joint front
corner of Lots 15 and 16 and running thence with the line of Lot 16, S. 62-30 W.
200.2 feet to an iron pin; thence N. 27-30 W. 100.0 feet to an iron pin in the
joint rear corner of Lots 14 and 15; thence with the line of Lot 14, N. 62-30 E.
200.1 feet to an iron pin on the western edge of Barry Drive; thence with Barry
Drive, S. 27-30 E. 100.00 feet to an iron pin, the point of beginning.

Being the same property conveyed to the Grantors herein by deed of W. H. Alford,
said deed being dated August 22, 1975 and recorded in the R.M.C. Office for
Greenville County, S. C. in Deed Book 1023, at Page 68.

Derivation:

Lot 15 Barry Drive, Route 4, Greer
which has the address of _____
[Street] [City]
South Carolina (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 im-
provements 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 at-
tached to the property, all of which, including replacements and additions thereto, shall be deemed to be and re-
main 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 gen-
erally 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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