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MAY 27 PM '80
GREENVILLE
SHERSLEY

BOOK 1499 PAGE 307

MORTGAGE

THIS MORTGAGE is made this 28th day of March, 1980, between the Mortgagor, Jesse Arnold Burks and Miriam Hudson Burks, (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-One Thousand Six Hundred Thirty-Two and 82/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 28, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 2.47 acres on a plat entitled "Survey for W. H. Stroud", prepared by W. R. Williams, Jr., P.E./L.S., dated August 15, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-E at Page 59 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Sterling Grove Road and running thence N.14-34 E. 375.5 feet to an iron pin; thence S.65-13 E. 451.8 feet to a nail and cap in the center of Sterling Grove Road; thence with the center of said Sterling Grove Road, S.53-09 W. 246.8 feet to a nail and cap; thence S.76-19 W. 71.3 feet to a nail and cap; thence S.86-48 W. 100.0 feet to a nail and cap; thence N.86-42 W. 125.9 feet to a nail and cap, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Jimmie W. Capel and Vickie H. Capel, recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Drawer 408, Greenville, South Carolina 29602.

which has the address of Route 2, Sterling Grove Road, Piedmont, 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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