

101 E. Coffee
Greenville-- SC 29602

FILED
GREENVILLE, S.C.

ECO: 1594 PAGE 923

FEB 16 10 28 AM MORTGAGE

JOHN R. ANKERSLEY
R.M.C.

THIS MORTGAGE is made this 10 day of February 19.83, between the Mortgagor, Michael Dean Burns (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 10, 1983 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1998

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 tract of land in Greenville County, State of South Carolina being located on the southwesterly side of Scuffletown Road and having, according to plat of property of Michael Dean Burns, prepared by Kermit T. Gould, R.L.S., dated February 9, 1983 and recorded in Plat Book 9-N at page 22, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southwesterly side of Scuffleton Road and running thence S. 36-48 W. 301.41 feet to an iron pin; thence N. 49-43 W. 169.6 feet to an iron pin; thence N. 41-41 E. 110.3 feet to an iron pin; thence N. 47-53 E. 205.32 feet to an iron pin on the southwesterly side of Scuffleton Road; thence with the southwesterly side of Scuffletown Road S. 43-41 E. 122.07 feet to the beginning corner, containing, according to said plat, 1.06 acres, more or less.

This being the same property conveyed to the Mortgagors herein by deed of Willie K. Burns, Sr. and Evonne L. Burns, dated January 30, 1980, recorded in the RMC Office for Greenville County, South Carolina January 30, 1980 in Deed Volume 1141 at page 752.

STATE OF SOUTH CAROLINA
PUBLIC MOCHA TAX COMMISSION
DOCUMENTARY
STAMP
FEB 16 1983
\$ 12.00
73 11218

which has the address of Rt. 5 Scuffletown Road, Simpsonville (City) South Carolina 29681 (State and Zip Code) (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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