



BOOK 1629 PAGE 380  
Documentary Stamps are figured on  
the amount financed: \$ 2141.01

# MORTGAGE

THIS MORTGAGE is made this 7th day of September 1983, between the Mortgagor, Lillian Ruth Wade 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 Two Thousand Four Hundred Sixty Seven and 92/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 7, 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 9-15-85;

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 lot of land lying, being and situate on the western side of Dublin Court near the City of Greenville, County and State aforesaid, containing 2.61 acres, more or less, and being more particularly shown on plat of the property of J. C. Burns dated April 1, 1963, prepared by Piedmont Engineering Service and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Dublin Court and running thence S. 24-09 W. 345.1 feet to a point; thence S. 68-24 W 82.75 feet to an iron pin; thence N. 5-48 W. 517.4 feet to a point; thence N. 78-00E. 231 feet to a point; thence S. 10-31 E. 158.3 feet; thence S. 5-15 E. 53 feet to the beginning point.

This being a portion of the property conveyed to J. C. Burns by M. L. Ashmore, et ux by deed recorded in the RMC Office for Greenville County in Deed Book 291 at Page 277.

J. C. Burns died intestate on December 18, 1974, seized and possessed of the afore-described real property and survived by his wife, the Grantee herein, and six children, the Grantors herein. See Apartment 1366, File, #23 in the office of the Judge of Probate for Greenville County for the records reflecting the administration of this estate. The afore-described property is more particularly shown on the aforementioned plat and is designated on the Greenville County Block Book on Sheet 278, Block 1, Parcel 3 (District 200)

This is that same property conveyed by deed of James Charles Burns, Doris Burns Ballenger, William C. Burns, Sarah Lou Burns Grubbs, Clarence E. Burns and Carolyn Burns Bennett (All their right, title, interest and inheritance to) to Lillian Ruth Wade Burns dated February 28, 1975 and recorded March 20, 1975 in Deed Volume 1015 at Page 813 in the RMC Office for Greenville County, SC

which has the address of 102 Dublin Court, Greenville, SC 29615 (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.

