

RECORDED  
O.S.C.  
AM '82

# MORTGAGE

THIS MORTGAGE is made this 16 day of July 1982, between the Mortgagor, Willie K. Burns (herein "Borrower"), and the Mortgagee, Citizens and Southern National Bank of South Carolina, a corporation organized and existing under the laws of the United States of America whose address is Post Office Box 416, Simpsonville, South Carolina 29681 (herein "Lender").

WHEREAS Borrower has entered into an agreement with Lender under which the Lender agrees to lend to the Borrower up to a total amount outstanding at any point in time FIFTY THOUSAND and NO/100 (\$50,000.00) Dollars which indebtedness is evidenced by Borrower's Note/Agreement dated July 16, 1982 (herein "Note") providing for monthly installments of principal and interest.

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 23 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: Located on the southwestern side of Roper Mountain Road, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the southwest side of said Road, at the eastern corner of property now or formerly of Bertie D. Burns, and running thence along the line now or formerly of J. L. Bramlett, S. 35-00 W. 350 feet to a point; thence along a new line through property now or formerly of Bertie D. Burns in a northwestern direction parallel to Roper Mountain Road 250 feet to a point; thence along a new line N. 35-00 E. 350 feet to the southeastern side of said Road; thence along said Road in a southeastern direction 250 feet to the point of beginning.

Being the same property conveyed to Mortgagor herein by deed of Bertie D. Burns, recorded in the RMC Office for Greenville County, S.C. in Deed Volume 732 at page 68.

This mortgage is second and junior in lien to that certain mortgage given to First Federal Savings & Loan Association in the original amount of \$25,000.00, dated June 29, 1967, recorded in the RMC Office for Greenville County, S.C. in Mortgage Volume 1371 at page 473.

which has the address of 12 Roper Mountain Road, Greenville South Carolina 29607 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or at the option of the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

