

FILED  
GREENVILLE CO. S. C.

FILED  
GREENVILLE CO. S. C. BOOK 1369 PAGE 350

JUN 4 11 28 AM '76  
DONNIE S. TANKERSLEY  
R.M.C.

JUL 6 2 56 PM '76  
DONNIE S. TANKERSLEY  
R.M.C. SOUTH CAROLINA

BOOK 1372 PAGE 106

VA Form 26-4338 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1519, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

# MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

WHEREAS: JAMES ERWIN BERGER AND RUTH M. BERGER

GREENVILLE, SOUTH CAROLINA, hereinafter called the Mortgagor, is indebted to

LINCOLN HOME MORTGAGE COMPANY, a corporation organized and existing under the laws of ATLANTA GEORGIA, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of TWENTY SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100-----Dollars (\$ 27,950.00 ), with interest from date at the rate of EIGHT & ONE-HALF per centum ( 8 1/2%) per annum until paid, said principal and interest being payable at the office of LINCOLN HOME MORTGAGE COMPANY in ATLANTA, GEORGIA, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of TWO HUNDRED FOURTEEN AND 94/100-----Dollars (\$ 214.94 ), commencing on the first day of August, 1976, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 2006

Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated 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 as all of Lot No. 28 on Plat of Farmington Acres, which plat was prepared by Carolina Engineering and Surveying Company in December 1962, and is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book RR at pages 106 and 107 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Claxton Drive at the joint front corner of Lots 27 and 28 and running thence N. 4-32 W. 47.1 feet to an iron pin; thence continuing along said Claxton Drive N. 32-46 W. 25 feet to an iron pin; thence running N. 57-14 E. 184.0 feet to an iron pin; thence running S. 28-50 E. 259.7 feet to an iron pin; thence running along the common line of Lots 27 and 28 S. 77-09 W. 269.5 feet to an iron pin; the point of beginning.

The wall to wall carpet in subject property is considered as real estate by all parties concerned.

THE SOLE PURPOSE OF RE-RECORDING THIS MORTGAGE IS TO REFLECT THE ABOVE STATEMENT.

The above property is the same property conveyed to the Mortgagor by deed of Carl Eugene Austin, recorded June 4, 1976.



SES  
RMB

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

4328 RW-23