

FILED
GREENVILLE CO. S.C.
AUG 23 3 28 P.M.
DONNIE S. TANKINLEY
R.M.C.

MORTGAGE

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AT

THIS MORTGAGE is made this 29th day of August, 1977, between the Mortgagor, James A. Burger and Debra H. Burger (herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Six Thousand, Six Hundred and No/100ths (\$56,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 29, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 30 years from date.

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 State of South Carolina, County of Greenville, being known and designated as the southernmost portion of Lot 38 as shown on plat of Property of William R. Timmons, Jr., prepared by C. O. Riddle, dated July, 1967, which plat is of record in the R. M. C. Office for Greenville County, S. C., in Plat Book 000, Page 193, and being more specifically shown on plat entitled "Drawn for E. M. Hanna", prepared by Carolina Surveying Co., dated April 16, 1976, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book 5S, Page 41, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 38 and 39, and running thence down joint line of lots S. 75-08 W. 447.5 feet to an iron pin on county road; thence with said county road N. 3-34 E. 131.75 feet to an iron pin; running thence N. 75-08 E. 405.85 feet to an iron pin on the western side of Driftwood Drive; running thence down Driftwood Drive S. 14-52 E. 125 feet to point of BEGINNING.

This is the identical property conveyed to James A. Burger and Debra H. Burger by deed of James E. Burger to be recorded herewith in the R. M. C. Office for Greenville County, South Carolina.



which has the address of Lot 38B, prop. of William R. Timmons, Jr., Piedmont, South Carolina 29673 (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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