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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 13th day of June 1979, between the Mortgagor, Jimmy Roger Burnett and Carolyn C. Burnett (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Nine Thousand and No/100 (\$29,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 13, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2008

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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract No. 5 on plat entitled "Property of Walker Properties" dated March 28, 1978, prepared by W. R. Williams, Jr., recorded in the R.M.C. Office for Greenville County in Plat Book 7-A at page 1, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of the right-of-way of Hawks Nest Road at the joint front corner of Tracts 5 and 6 and running along the center of said right-of-way, N. 39-19 W. 28 feet to a point; thence N. 32-19 W. 98 feet to a point; thence N. 27-19 W. 162.5 feet to a point in the center of the right-of-way of Hawks Nest Road at the joint front corner of Tracts 5 and 4; thence along the joint line of said Tracts, S. 74-43 W. 428.2 feet to an iron pin at the joint rear corner of Tracts 5 and 4; thence S. 45-31 E. 318.5 feet to an iron pin at the joint rear corner of Tracts 5 and 6; thence along the joint line of said Tracts, N. 75-15 E. 341.0 feet to a point in the center of the right-of-way of Hawks Nest Road, the point and place of beginning.

Subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and/or actually existing on the ground affecting the above described property.

Being the identical property conveyed to the Mortgagor herein by deed of Walker Properties, a General Partnership, dated May 22, 1979, recorded June 12, 1979 in the R.M.C. Office for Greenville County in Deed Book 1104 at page 594.

which has the address of Hawks Nest Road, Slater, South Carolina 29683 (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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