

FILED
CO. S. C.
FEB 15 11 28 AM '80
GREENVILLE
SHERIFF'S OFFICE

BOOKS 1495 636

MORTGAGE

(Participation)

This mortgage made and entered into this 15th day of February 19 80, by and between Dennis Burnett

(hereinafter referred to as mortgagor) and South Carolina National Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at P. O. Box 969, Greenville, South Carolina, 29602.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina,

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter to be constructed thereon situate, lying and being in the State of South Carolina, County of Greenville, being shown on plat of "Survey for James E. Dudenhoff, Jr.", dated December, 1976, which plat was prepared by Kermit W. Gould, RLS, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5Z at Page 54, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Maple Creek Circle, which iron pin is located 300 feet north of the West Butler Road and runs thence with the line of property, now or formerly, of Cru Gas, Inc., S.65-59 W. 136.6 feet to an old iron pin; thence with line of property, now or formerly, of Nichols, N.56-06 W. 153.8 feet to an old iron pin; thence N.38-24 E. 191.42 feet to an iron pin on the south side of proposed road; thence S.72-05 E. 98.82 feet to an iron pin; thence S.45-46 E. 41.03 feet to an iron pin on the west side of Maple Creek Circle S.5-10 E. 120.9 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed from James E. Dudenhoff, Jr. and Paul B. Costner, Jr., as recorded in the R.M.C. Office for Greenville County in Deed Book 1048 at Page 862 on December 30, 1976.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
RECEIVED
FEB 15 1980
GREENVILLE

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated February 15, 1980 in the principal sum of \$ 120,000.00, signed by Dennis Burnett and Preston Moore.

TO: MORTGAGEE

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