

GREENVILLE S.C.
FEB 26 PM '80
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BOOK 1495 640

MORTGAGE

(Participation)

This mortgage made and entered into this 15th day of February 19 80, by and between Dennis Burnett and Harriet 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 piece, parcel or lot of land situate, lying and being in the Town of Mauldin, Greenville County, South Carolina, being known and designated as Lot 45 on a plat of Verdin Estates recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R at Pages 34 and 35 and having, according to said plat, the following metes and bounds:

BEGINNING on the northern edge of Baldwin Circle at the joint front corner of Lots 45 and 46 and running thence along a line of Lot 46 N.26-21 E. 150.0 feet to a point; thence N.59-30 W. 115.75 feet to a point; thence S.3-45 W. 63.87 feet to a point; thence S.15-13 W. 112.9 feet to a point on the northern edge of Baldwin Circle; thence with the curve of the northern edge of Baldwin Circle as the line by the traverse line S.72-53 E. 70.0 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed from David C. Caldwell and Clara R. Caldwell, as recorded in the R.M.C. Office for Greenville County in Deed Book 1105 at Page 062 on June 19, 1979.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 42.00

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.

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