

REC'D  
S.C.  
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WATERSLEY

# MORTGAGE

THIS MORTGAGE is made this 3rd day of March 1980, between the Mortgagor, Clement L. Burlingame and Donna E. Burlingame (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of the State of North Carolina, whose address is P. O. Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Five Thousand and no/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 3, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2010;

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 piece, parcel or lot of land situate, lying and being near the Town of Mauldin, in the County of Greenville, State of South Carolina, on the northern side of Sagramore Lane, being known as Lot No. 92 of Section Three of Holly Tree Plantation, as shown on plat thereof prepared by Piedmont Engineers, Architects & Planners, dated October 11, 1978, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6H, at page 81, and having, according to said plat, and to a more recent plat entitled "Property of Clement L. Burlingame and Donna E. Burlingame", dated February, 1980, prepared by Webb Surveying & Mapping Co., the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Sagramore Lane, said pin being the joint front corner of Lots 91 and 92, and running thence with the joint line of said lots, N. 25-30 W., 285.72 feet to an iron pin at the joint rear corner of Lots 91 and 92; running thence S. 42-30 W. 25.0 feet to an iron pin; thence S. 41-51 W., 85.0 feet to an iron pin at the joint rear corner of Lots 92 and 93; running thence with the common line of said lots, S. 8-16 E., 209.38 feet to an iron pin on the northern side of Sagramore Lane; thence with the northern side of Sagramore Lane the following courses and distances: N. 87-57 E., 28.35 feet to an iron pin, N. 83-08 E., 32.4 feet to an iron pin, N. 78-48 E., 48.44 feet to an iron pin, N. 75-28 E., 43.65 feet to an iron pin, and N. 70-19 E. 17.2 feet to an iron pin on the northern side of Sagramore Lane, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Rosamond Enterprises, Inc., dated March 3, 1980, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1121, at page 483, on March 3, 1980.

It is understood and agreed that all wall to wall carpeting installed on the premises shall be considered a part of the realty and encumbered by the lien of this mortgage.

which has the address of 301 Sagramore Lane, Simpsonville, S.C. 29681 (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 seized 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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