

GREENVILLE, S. C.  
MAY 4 4 37 PM '81  
DONALD W. HERSLEY

FIRST FEDERAL  
P. O. BOX 408  
GREENVILLE, S. C. 29602

BOOK 1540 PAGE 510

# MORTGAGE

THIS MORTGAGE is made this fourth day of May, 1981, between the Mortgagor, Bennie J. and Anita P. Burton, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$8,000.00 Dollars, which indebtedness is evidenced by Borrower's note dated May 4, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1991.

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 Lot No. 57 of a subdivision known as Canebrake I as shown on plat thereof prepared by Enwright Associates dated August 18, 1975 and subsequently revised and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5P at Page 46 and having, according to said plat, such metes and bounds, as appears thereon.

This being the same property conveyed to the mortgagors herein by deed of J. A. Bolen, as Trustee for James W. Vaughn, J. A. Bolen and College Properties, Inc., trading as Batesville Property Associates, II, a joint venture, and recorded in the RMC Office for Greenville County, on October 23, 1978, in Deed Book #1090, and page #375.

This is a second mortgage and junior in lien to that mortgage executed by Bennie J. and Anita P. Burton, in favor of First Federal Savings and Loan Association of Greenville, South Carolina, which mortgage is recorded in the RMC Office for Greenville County, in Book # 1447, and page #870.

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
STAMP  
\$ 00.20

which has the address of 209 Duquense Drive (Lot 57) Greer, South Carolina 29651 (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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