

FILED
APR 27 1983
S. CAROLINA

Documentary Stamps are figured on
the amount financed: \$ 25,064.04

MORTGAGE

THIS MORTGAGE is made this 8TH day of April 1983, between the Mortgagor, Leland C. Burdette and Harriett Burdette (herein "Borrower"), and the Mortgagee,

AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-eight thousand, eight hundred, eighty-eight and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 8, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1993

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 lot of land situate on the southwestern side of Geer Highway (also known as US Highway 276 in the county of Greenville, State of South Carolina, being shown on a plat of Wallace Cely dated Feb. 20, 1971 prepared by Jones Engineering Service, recorded in plat book 4 I at page 57 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Geer Highway, and running thence S. 64-30 W. 200 feet to an iron pin; thence N. 33-35 W. 176.6 feet to an iron pin on the southern side of a 15 ft. drive; thence with said drive N. 65 E. 180 feet to an iron pin on the southwestern side of Geer Highway; thence with said highway S. 39-30 E. 180 feet to the point of beginning.

TOGETHER WITH all the right, title and interest in and to a 15 ft drive shwon on the aforementioned plat. Also all the rights acquired by an agreement recorded in Deed Book 913 page 551 of the RMC Office for Greenville County, S.C.

This is that same property conveyed by deed of Charles H. Cely As Trustee for B. C. Cely, C. H. Cely, J. V. Cely and R. E. Cely to Leland Clarence Burdette and Harriett Faye Burdette, dated 3/30/79, recorded 4/3/79, in Deed Volume 1099, at Page 750, in the RMC Office for Greenville County, SC.

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which has the address of Lot 7, Valeview Circle, Marietta, SC 29661 (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.

