

MORTGAGE

FILED  
GREENVILLE S.C.

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

ss: MAY 11 10 43 AM '83  
DONNIE S. SLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

VERNON LEE BURKHARDT and ANITA L. BURKHARDT

Greenville, South Carolina

of  
, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA

organized and existing under the laws of the United States, a corporation hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Forty Thousand and No/100----- Dollars (\$ 40,000.00 ),

with interest from date at the rate of Twelve per centum ( --12-- %) per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association of South Carolina \* in Greenville, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Four Hundred Eleven and 45/100----- Dollars (\$ 411.45 ), commencing on the first day of July, 1983, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2013

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated 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, in the City of Greenville, being known and designated as Lots 157 and 158 of property of Overbrook Land Co., recorded in Plat Book "F" at page 218, and also being shown on a more recent plat entitled "Property of Vernon L. Burkhardt and Anita L. Burkhardt", prepared by Carolina Surveying Co., on May 9, 1983, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point at the intersection of Jedwood Drive and Overbrook Circle and running thence with Overbrook Circle, S. 59-55 E. 60 feet to a point; thence still with said Overbrook Circle S. 76-45 E. 100 feet to an iron pin; thence turning and running S. 7-32 E. 43.3 feet to an iron pin; thence turning and running S. 69-45 W. 75 feet to an iron pin; thence running S. 79-55 W. 75 feet to an iron pin; thence running S. 89-35 W. 85 feet to an iron pin on the eastern side of Jedwood Drive; thence turning and running with said Jedwood Drive N. 28-45 E. 155 feet to the point of beginning.

Derivation: Mary Frances Balentine, Deed Book 958, at Page 642, recorded October 26, 1972.

\*301 College Street, P. O. Drawer 408, Greenville, S. C., 29602

16.00

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:  
1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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