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# MORTGAGE

THIS MORTGAGE is made this 9th day of July, 1983, between the Mortgagor, Jack O. Burwell and Margaret Cauthen Burwell (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of South Carolina, whose address is 470 Haywood Road, Greenville, S.C. 29607 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Two Thousand and no/100 (\$52,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 9, 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 August 1, 2013;

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 in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Dagenham Drive near the City of Greenville, being known as Lot No. 55 and a part of Lot No. 56 on a plat of Section III of WADE HAMPTON GARDENS Subdivision recorded in the R/C Office for Greenville County in Plat Book YY at Page 179 in a later plat entitled "Property of Jack O. Burwell and Margaret C. Burwell" prepared by R.B. Bruce, RLS, dated July 7, 1983 and recorded in the R/C Office for Greenville County, South Carolina, in Plat Book 9V at Page 23, reference being craved hereto to said plats for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Riley G. Hammond and Victoria F. Hammond dated and filed concurrently herewith.

RECORDED  
JUL 11 1983  
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SOUTH CAROLINA  
STAMP \$20.00

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FILED  
GREENVILLE

which has the address of 41 Dagenham Drive Greenville South Carolina 29607 (herein "Property Address");  
(Street) (City) (State and Zip Code)

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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