

FILED
GREENVILLE S.C. MORTGAGE

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DONNIE S. JAMESLEY
R.M.C.

THIS MORTGAGE is made this 11th day of July 1983, between the Mortgagor, Charles T. Burnett and Shena R. Gaines (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 Twenty Three Thousand Thirty Seven Dollars & Sixty Cents Dollars, which indebtedness is evidenced by Borrower's note dated July 11, 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 July 15, 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 piece, parcel or lot of land with the improvements thereon situate, lying and being in Monaghan Mills Village, Greenville County, South Carolina, and being more particularly described as Lot No. 70, Section 1, as shown on a plat entitled "Subdivision for Victor-Monaghan Mills, Greenville, S.C.", made by Pickell & Pickell, Engineers, Greenville, S.C., on December 20th, 1948, and recorded in the RMC Office for Greenville County in Plat Book S, at Pages 179-181, inclusive. According to said plat, the within described lot is also known as No. 2 Frost Street and fronts thereon 97.3 feet.

This is the same property conveyed to the mortgagors herein by deed of Sara Lou C. Argo, Melvin Craig, Hugh Craig and Loy Craig dated July 11, 1983, which is being recorded simultaneously herewith in Deed Book 1192, at Page 823.

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which has the address of 2 Frost Street Greenville South Carolina 29611 (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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