



Doc. No. and Charges are figured on the amount financed. \$ 20,002.04

MORTGAGE

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THIS MORTGAGE is made this 23rd day of April 1984, between the Mortgagor, Michael D. Burns and Gerri Lynn Burns (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 Thirty Eight Thousand Six Hundred & Twenty-two & no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 23, 1984 (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 15, 1994.

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 shown on plat entitled "Property of Michael Dean Burns" prepared by Gould and Associates, Surveyors, dated February 18, 1980, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin 22.5 feet from the center line of Scuffletown Road and running thence along Scuffletown Road S. 43-41 E. 122.07 feet to an old iron pin; thence S. 36-48 W. 301.41 feet to an iron pin; thence along property now or formerly of the Grantors N. 49-43 W. 169.6 feet to an iron pin; thence along other property of the Grantors N. 41-41 E. 110.3 feet to an iron pin; thence N. 47-58 E. 205.32 feet to an iron pin, the point of beginning, containing 1.06 acres, more or less.

This being a portion of the property conveyed to the Grantors by deed of Eunice L. Taylor, Dated November 22, 1978 and recorded in the RMC Office for Greenville County on December 1, 1978, in Deed Volume 1092 at Page 922.

This is the same property conveyed by deed of Willie K. Burns, Sr. and Evonne L. Burns unto Michael Dean Burns dated 1-30-81 recorded 1-30-81 in Vol. 1141, at page 752 of RMC Office for Greenville County, Greenville, South Carolina.

which has the address of Rt. 5 Box 448A Scuffletown Rd. Simpsonville SC 29681 (herein "Property Address"); (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 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.

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