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DONNIE S. TANKERSLEY  
R.H.C.

## MORTGAGE

THIS MORTGAGE is made this 31st day of December, 1975,  
between the Mortgagor, Barry H. Burke and Evelyn J. Burke

(herein "Borrower"),  
and the Mortgagee, South Carolina Federal Savings and Loan, a corporation  
organized and existing under the laws of the United States of America, whose address  
is 115 E. Camperdown Way, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand,  
Three Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note of  
even date herewith (herein "Note"), providing for monthly installments of principal and interest,  
with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2006

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 situate, lying and being on the  
northern side of Second Day Street near the City of Greenville, County  
of Greenville, State of South Carolina, being known and designated as  
Lot No. 79 as shown on a plat of Canterbury Subdivision, Section II,  
prepared by Heaner Engineering Co., Inc., dated July 17, 1972, and  
recorded in the RMC Office for Greenville County, South Carolina,  
in Plat Book 4-R at page 32 and being also known and designated as  
Lot No. 79 as shown on a revision of said subdivision plat prepared  
by Heaner Engineering Co., Inc., revised through August 11, 1975, and  
recorded in the RMC Office for Greenville County, South Carolina,  
in Plat Book 5-D at page 88, and having, according to said plat, the  
following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Second Day Street  
at the joint front corner of Lots Nos. 78 and 79 and running thence  
with the line of Lot No. 78, N. 43-15-34 W. 128.58 feet to an iron pin  
at the joint corner of Lots Nos. 78, 79, 80 and 81; thence with the  
line of Lot No. 80, S. 43-29-10 W. 138.46 feet to an iron pin on the  
northeastern side of Fourth Day Street; thence with the curve of the  
northeastern side of Fourth Day Street, the chord of which is S. 40-  
11-39 E. 81.39 feet to an iron pin; thence with the intersection of  
Fourth Day Street and Second Day Street, S. 80-31-58 E. 35.36 feet to  
an iron pin on the northwestern side of Second Day Street; thence  
with the northwestern side of Second Day Street, N. 54-28 E. 65.58  
feet to an iron pin; thence continuing with the curve of the north-  
western side of Second Day Street, the chord of which is N. 49-16-09 E.  
56.15 feet to the point of beginning.

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, appur-  
tenances, 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 Mort-  
gage; and all of the foregoing, together with said property (or the leasehold estate in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title  
insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness  
evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future  
Advances secured by this Mortgage.

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