

LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, 114 MANLY ST. GREENVILLE, S. C. 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS IS A SECOND MORTGAGE
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert H. Burnett and Mary P. Burnett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union, Charlotte, North Carolina,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fifteen Thousand and 00/100

Dollars (\$ 15,000.00) due and payable in Two Hundred Eighty-Eight (288) semi-monthly installments of Ninety-Eight and 39/100 (\$98.39) Dollars each until paid in full, the first installment being due November 30, 1978,

with interest thereon from said date at the rate of 1% per centum per ^{month} ~~annum~~ to be paid: semi-monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

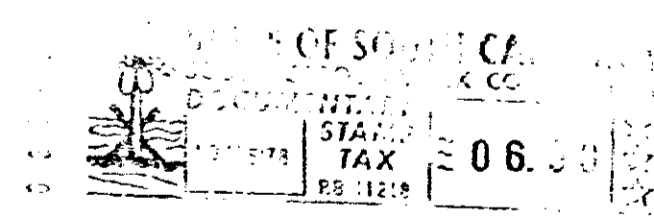
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Number 45 of Stratton Place subdivision, as shown on plat prepared by Piedmont Engineers & Architects, dated July 10, 1972, recorded in Plat Book 4-R at Pages 36 and 37 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Whittington Drive at the joint front corner of Lots 44 & 45 and running thence with the common line of said lots, N 38-28 W 148 feet to an iron pin in line of property of Gibson and at the joint rear corner of Lots 44 & 45; thence with the line of Lot 45, N 26-19 E 177.95 feet to an iron pin and a point in line of property reserved for recreational facilities; thence running, S 43-13 E 248.1 feet to a point in line of a 15-foot right of way; thence running S45-51 W 122.64 feet to an iron pin on the northern side of the turn-around of Whittington Drive; thence with the curvature of said Drive, the chord of which is, N 72-07 W 33 feet and S 62-40 W 42 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of John J. Sweeney and Doris M. Sweeney on November 15, 1977, which Deed was recorded in the RMC Office for Greenville County in Deed Book 1068-437.

The Mortgagee's mailing address is P. O. Box 1414, Charlotte, N.C. 28232.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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