

FILED
GREENVILLE CO. S. C.

VOL 1473 PAGE 91

JUL 11 10 50 AM '79

MORTGAGE

DOONIE S. TANKERSLEY

THIS MORTGAGE is made this 9th day of July, 1979, between the Mortgagor, J. Duncan Burnette, Jr. (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of North Carolina, whose address is P. O. Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and No/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 9, 1979 (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, 2009;

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 with all improvements thereon, including carpeting, situate, lying and being in the County of Greenville, State of South Carolina, on the westerly side of Pilgrim's Point Road, being shown and designated as Lot 3 on Plat of Pilgrim's Point, recorded in the R.M.C. Office for Greenville County in Plat Book WW at Page 35, and being more fully shown on plat entitled "Property of J. Duncan Burnette, Jr. and Teri M. Burnette" as prepared by Freeland & Associates, as having the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the westerly side of Pilgrim's Point Road, said old iron pin being located 427 feet, more or less, from the intersection of Pilgrim's Point Road and Hudson Road, and being the joint front corner of Lots 3 and 2, and running thence with the common line of Lots 3 and 2, N. 85-58 W. 170.0 feet to a new iron pin, joint rear corner of Lots 3 and 2; thence N. 4-02 E. 135.0 feet to an old iron pin, joint rear corner of Lots 3 and 4; thence with the common line of Lots 3 and 4, S. 85-58 E. 170.0 feet to an old iron pin on the westerly side of Pilgrim's Point Road, joint front corner of Lots 3 and 4; thence with the westerly side of Pilgrim's Point Road, S. 4-02 W. 135.0 feet to an old iron pin, the point of beginning.

Subject to easements, restrictions and rights-of-way, if any, affecting the above described property.

Being the identical property conveyed to the Mortgagor herein by deed of The Equitable Life Assurance Society of the United States, dated and recorded even date herewith in the R.M.C. Office for Greenville County in Deed Book 1106 at Page 430.

which has the address of 13 Pilgrim's Point Road, Greenville, S. C. 29615 (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 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.

REC'D - JUL 11 1979 1003

4328 RV.2