

FILED  
JUL 22 1983  
FBI - S. CAROLINA

Documentary Stamps are figured on  
the amount financed: \$ 5,727.06

# MORTGAGE

BOOK 1617 PAGE 373

THIS MORTGAGE is made this 24th day of May 1983, between the Mortgagor, Viola P. Burnett (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 Eight Thousand Ten and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 24, 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 June 5, 1988;

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 in Greenville County, State of South Carolina, near the City of Greenville, and being known and designated as Lot Number 7 of the Property of Wm. R. Timmons, Jr., according to a plat of record in the R.M.C. Office for Greenville County in Plat Book MM at Page 127, and having the following metes and bounds, to wit:

BEGINNING at a point on the Southeastern side of Avery Street at the joint front corner of Lots 7 and 8 and running thence with the Southeastern side of Avery Street N 61-04 E 88 Feet to a point at the joint front corner of Lots 6 and 7; thence S 28-56 E 165.3 feet to a point at the joint rear corner of Lots 6 and 7; thence S 58-22 W 88.1 feet to a point at the joint rear corner of Lots 7 and 8; thence N 28-56 W 169.4 feet to the point of beginning.

THIS deed is executed subject to existing and recorded restrictions and right-of-way.

This is that same property conveyed by deed of William R. Timmons, Jr. to Dacus Burnett and Viola P. Burnett, dated March 16, 1961, recorded March 17, 1961, in Volume 670 at Page 117, in the R.M.C. Office for Greenville County, SC.

ALSO this is that same property conveyed by estate of Dacus Burnett (his one-half interest) to Viola P. Burnett who died intestate on July 9, 1977, recorded July 13, 1977, filed in Apt. 1475 in File 12 in the RMC Office for Greenville County, SC.

which has the address of 115 Avery Street, Greenville, SC 29611 (Street) (City) (State and Zip Code) (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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