301 College Street, P.O. Box 408, Greenville, Jouin Carolina

GREENVILLE CO. S. C.

Sep 16 4 30 PH '80

DONNIS S. TANGERSLEY MORTGAGE R.M.C

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day of <u>SEPTEMBER</u> THIS MORTGAGE is made this 19 80, between the Mortgagor, ROY MITCHELL BURNS (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of SIXTY-THREE THOUSAND SIX HUNDRED AND NO/100----- Dollars which indebted account to the principal sum of SIXTY-THREE THOUSAND ____ Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 18, 1980, (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 1, 2011 ;

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, and the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina and being known and designated as 2.13 acres of a Plat of Property of ROY MITCHELL BURNS recorded in Plat Book 8B, Page 61, R.M.C. Office, Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Oakland Road at the joint front corner of said lot and property of Roy Burns, and running thence with said Road S. 23-29 W. 210 feet to a point; thence running N. 66-44 W. 312.5 feet to a point; thence continuing N. 45-57 W. 158.9 feet to a point; thence running N. 23-29 E. 153.6 feet to a point; thence running S. 66-44 E. 461.3 feet to the point of beginning.

Derivation: Deed Book 1052, Page 916 - Roy Burns 3/17/77

THE within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of Route 3, Box 185 A, Oakland Road Pelzer

29669 · Sale 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 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.

SOUTH CAROLINA - 1664 Family-6 75-ENNA/FRINCUNIFORM INSTRUMENT (with amendment add or Para 26)

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