

FILED
S.C. S. C.
APR 30 PM '80
GREENVILLE
SHERSLEY

MORTGAGE

THIS MORTGAGE is made this 30th day of April, 19 80, between the Mortgagor, Kim J. Abney, (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 Twenty nine thousand five hundred fifty three & 18/100 \$29,553.18 Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 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 May 1, 2003.....;

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 in the County of Greenville, State of South Carolina, being known and designated as Lot No. 363, Botany Woods, Section V, as shown on a plat prepared by Piedmont Engineers and Architects, which plat is of record in the RMC Office for Greenville County, South Carolina, in Plat Book JJJ, Pages 66 and 67, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Southwick Lane (formerly Abelia Drive), joint front corner of Lots Nos. 363 and 364 along common line of said lots, N. 33-32 W. 146.4 feet to an iron pin, rear line of Lot No. 270; running thence along rear line of said lot, S. 49-40 W. 72.9 feet to an iron pin, rear line of Lot No. 271; running thence along rear of said lot, S. 64-52 W. 20 feet to an iron pin rear line of Lot No. 270, joint line of said lots, S. 43-33 E. 143 feet to an iron pin, western side of Southwick Lane; running thence along Southwick Lane N. 56-10 E. 80 feet to point of beginning.

This is the same property conveyed to the mortgagor by deed of Kathy Rice Abney, now known as Kathy A. Chisholm, dated April 29, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1124 at page 973.

The mortgagee's address is: PO Box 408, Greenville, SC 29602

RECORDED
APR 30 1980
GREENVILLE, S.C.

which has the address of 5 Southwick Lane Greenville,
(Street) (City)
South Carolina (herein "Property Address");
(State and Zip Code)

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.

SC70 117-180 967

4.0001

4328 RV-2

0090