and assigns the following described property located in the County of ____

State of South Carolina.

20011540 FASE 22

10

0

MORTGAGE

THIS MORTGAGE is made this <u>lst</u> day of	May,
19 81 between the Mortgagor, PAUL KIMMELL AND M.	ARILYN KIMMELL
	, (herein "Borrower"), and the Mortgagee,
Perpetual Federal Savings and Loan Association, who address is 9 (herein "Lender").	07 North Main Street, Anderson, South Carolina
WHEREAS, Borrower is indebted to Lender in the principal sum of	SEVEN THOUSAND ONE HUNDRED
FORTY SIX DOLLARS AND 88/100 dollars	•
note dated May 1, 1981 , (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 30, 1986	
TO SECURE to Lender (a) the repayment of the indebtedness expayment of all other sums, with interest thereon, advanced in accommon and the performance of the covenants and agreements of any future advances, with interest thereon, made to Borro (herein "Future Advances"). Borrower does hereby mortgage, grain	cordance herewith to protect the security of this of Borrower herein contained, and (b) the repayower by Lender pursuant to paragraph 21 hereof

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 55 of a subdivision known as Thornwood Acres, according to plat prepared by Jones and Sutherland Engineers and dated December 1958 and recorded in the RMC Office for Greenville County in Plat Book MM, at page 59 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Brushy Creek Road, at the joint front corner of Lots Nos. 55 and 56 and running thence S. 32-27 W. 122 feet to an iron pin in the line of Lot No. 57; thence along the line of Lots Nos. 54 and 55; thence with the joint rear line of said lots N. 32-27 E. 138.1 feet to an iron pin on the southwestern side of Brushy Creek Road; thence with the southwestern side of Brushy Creek Road, N. 57-33 W. 107.6 feet to the point of beginning.

THIS mortgage is junior in lien to that certain mortgage in favor of Thomas and Hill, Inc., recorded May 31, 1971, in the R.M.C. Office for Greenville County in R.E.M. Book 1193 at Page 57, in the original amount of \$18,950.00.

THIS is the same property conveyed to the Mortgagor's herein by deed of John W. Martin dated and recorded November 9, 1973, in the R.M.C. office for Greenville County in Deed Book 988 at Page 70.

Taylors 4 Brushy Creek Road which has the address of (City)

South Carolina 29687 (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 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 - 2 to 4 Family-6 75-FNMA/FHEMC UNIFORM INSTRUMENT (with amendment adding Para 24)

400g8

က 301 0