

1425 000349

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 3rd day of March, 1978, between the Mortgagor, Donald R. Kirkland (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 713 Wade Hampton Blvd. Greer, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of -----Sixteen Thousand Seven Hundred and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated March 3 1978 (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, 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: in Paris Mountain Township, being a part of the land conveyed to Joe A. Phillips by deed of Jerry Phillips recorded in the RMC Office for Greenville County in Deed Book 429, at Page 105, and also being known as Lots No. 10 and 12 as per plat and survey of Morrow, L.S., recorded in Plat Book AA, at Page 179, and having the following metes and bounds, to-wit:

Beginning at a stake on corner of South Rockview Drive and Stella Avenue and running N. 9-49 W. 139 feet with Stella Avenue to stake; thence N. 74 E. 326.5 feet to stake in Phillips Avenue; thence S. 8 W. 88.5 feet to cedar tree on Phillips Avenue; thence S. 15-45 W. 69.5 feet to stake on South Rockview Drive; thence S. 74-00 W. with South Rockview Drive 270 feet to the beginning corner, more or less; this being the same property conveyed to the mortgagor herein by deed of Stanley B. Smith and Rubye G. Smith recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1072, at Page 120, on January 18, 1978.

which has the address of South Rockview Drive, Greenville,
[Street] [City]
South Carolina, R#7
[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 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.

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