

mail to:  
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Greenville, S. C. 29603

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H.C. BATESLEY

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THIS MORTGAGE is made this 19th day of October 1979, between the Mortgagor, Jerry C. Kennedy (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Nine Thousand Nine Hundred (\$59,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 19, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2004;

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 parcel of land located within the State of South Carolina, County of Greenville, being shown and designated as approximately five acres on a plat of property of H.C. Batson dated October 14, 1961 and recorded in Plat Book 22 at Page 71-A in the RMC Office for Greenville County, and being more recently described as 5.16 acres, more or less, on a plat of property of Jerry C. Kennedy, dated October 16, 1979, prepared by R.B. Bruce, and being recorded in Plat Book 7-A, at Page 76 in the RMC Office for Greenville County, reference to such plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagor herein by deed of Sherrill W. Huff and Charles L. Huff of even date to be recorded herewith.

which has the address of Rt. 1, Gibson Road Greenville S.C. (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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