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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this among Robert J. Kennan and Teresachs Kennani ERSLEY (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Twenty Thousand and no/100ths ----- (\$20.000.00), the final payment of which December 15 <u>. 19 .39</u> __, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville . County, South Carolina:

ALL that certain piece, parcel, or lot of land, situate, lying and being on the eastern side of Kingsley Drive, in the Town of Mauldin, County of Greenville, State of South Carolina being shown and designated as the major portion of Lot 13 on a plat of KNOLLWOOD HEIGHTS, Section IV, recorded in the R.M.C. Office for Greenville County in Plat Book 4-N, at Page 74, and having, according to said plat, the following metes and bounds:

BEGINNING on the eastern side of Kingsley Drive at the joint front corner of Lots 13 and 14 and running thence along the line of Lot 14 N. 75-52 E., 167.0 feet to an iron pin; thence along the line of Lot 11, N. 08-40 W., 94.4 feet to a pin; thence continuing along the line of Lot 11, N. 15-05 E., 18.35 feet to an iron pin, rear corner of Lot 12; thence with a new line through Lot 13 in a southwesterly direction 185 feet, more or less, to a point on the eastern side of Kingsley Drive, which point is 5 feet south from the joint front corner of Lots 12 and 13; thence along the eastern side of said Drive, S. 14-08 E., 105.0 feet to the beginning corner.

This being the same property conveyed unto Robert J. Kennan and Teresa F. Kennan by deed of Arch F. Fowler, Jr., dated and recorded concurrently herewith.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises cibelonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or $^{f O}$ articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- TAXES, Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to lpha Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date $\widetilde{\Omega}$ of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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