

FILED
GREENVILLE CO. S.C.

SEP 2 11 49 AM '80

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

1513 928

THIS MORTGAGE is made this 2nd day of September, 1980, between the Mortgagor, PHILLIP H. KAYS AND PAULA S. KAYS

(herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

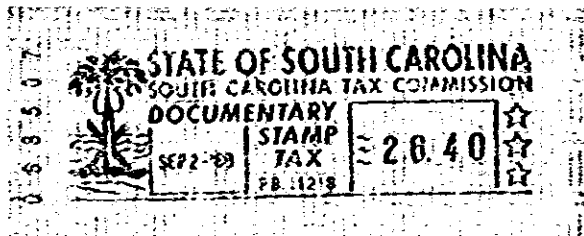
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY SIX THOUSAND AND NO/100 (\$66,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 2, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010;

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 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 Number 39 of DEVENGER PLACE, SECTION 7, according to plats recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 3 and Page 97, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Hedgewood Terrace at the joint front corner of Lots 38 & 39 and running thence with said Hedgewood Terrace, N. 86-11 E. 85 feet to an iron pin at the joint front corner of Lots 39 & 40; thence with the joint line of said lots, S. 3-49 E. 150 feet to an iron pin; thence, S. 86-11 W. 85 feet to an iron pin at the joint rear corner of Lots 38 & 39; thence with the joint line of said lots, N. 3-49 E. 150 feet to an iron pin on Hedgewood Terrace, the point of BEGINNING.

This is the same property conveyed to the mortgagors by deed of Betty W. Ballenger dated and recorded September 2, 1980, R.M.C. Office for Greenville County, S.C.



which has the address of 407 Hedgewood Terrace Greer, S.C. 29651 (herein "Property Address"); (Street) (City) (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.