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The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

MORTGAGE
GREENVILLE CO. S.C.
SEP 2 2 29 PM '80
DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 29th day of August, 1980, between the Mortgagor, Hugh G. Kirkpatrick and Terrie M. Kirkpatrick, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

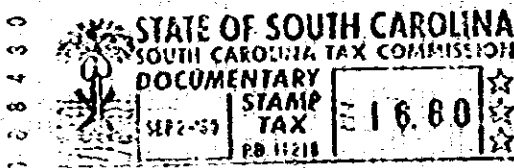
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Two Thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 29, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not 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 located in the County of Greenville, State of South Carolina, lying and being on the northern side of Spruce Court and being known and designated as Lot No. 10 of White Oak Hills Subdivision, Section I, according to a plat recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 33 and having, according to a more recent plat entitled "Property of Hugh G. Kirkpatrick and Terrie M. Kirkpatrick" prepared by Freeland & Associates, dated August 28, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Spruce Court at the joint front corner of Lots Nos. 10 and 11 and running thence with the line of Lot No. 11 N. 11-15 W. 160 feet to a point; thence N. 70-15 E. 120 feet to a point at the joint rear corner of Lots Nos. 9 and 10; thence with the line of Lot No. 9 S. 2-33 E. 142 feet to a point on the northern edge of Spruce Court; thence with the northern edge of Spruce Court S. 57-45 W. 104.1 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of W. Bayne Brown dated August 29, 1980, and recorded in the R.M.C. Office for Greenville County in Deed Book 1132 at Page 729.



which has the address of Lot No. 10 Spruce Court Greenville,
(Street) (City)
South Carolina 29611 (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.

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