

GR: FILED
OCT 26 10 09 AM '82
DONNIE S. TANKERSLEY
R.M.C.

1583 063
LONG, BLACK & GASTON

MORTGAGE

THIS MORTGAGE is made this 25th day of October 1982, between the Mortgagor, R. BATES KENNEDY AND SHERRY M. KENNEDY (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

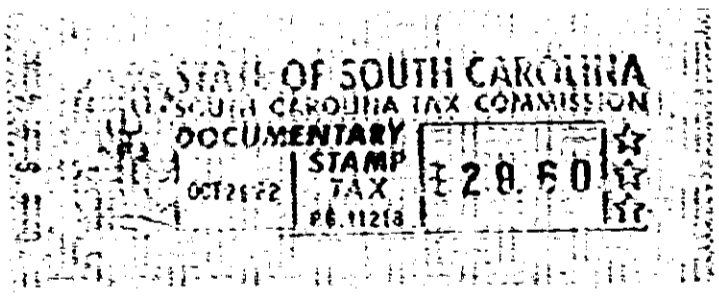
WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY FOUR THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2007;

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, on the southeastern side of Byrd Boulevard, being shown and designated as Lot No. 145 on plat of TRAXLER PARK, recorded in Plat Book F at Pages 114 and 115 and having, according to a more recent plat prepared by Freeland and Associates, dated October 25, 1982, entitled "Property of R. Bates Kennedy and Sherry M. Kennedy", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Byrd Boulevard at the joint front corner of Lots 145 and 146 and running thence with the southeastern side of Byrd Boulevard S. 64-41 E. 70.2 feet to an iron pin; thence S. 29-32 W. 305 feet to an iron pin at the corner of Lot No. 117; thence with the line of Lot NO. 117 N. 60-28 W. 70 feet to an iron pin at the corner of Lot No. 146; thence with lot No. 146 N. 29-32 E. 300 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Richard H. Quinn, dated October 25, 1982 and recorded simultaneously herewith.



which has the address of 120 Byrd Boulevard Greenville South Carolina (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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