

FILED  
GENERAL S.C.  
FEB 17 2 1984  
JOHN W. RUSLEY  
R.H.C.

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# MORTGAGE

THIS MORTGAGE is made this 17th day of February, 1984, between the Mortgagor, STEPHEN A. KERN AND LINDA K. KERN

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 SIXTY-TWO THOUSAND AND NO/100 (\$62,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 17, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1999.....;

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, and being known and designated as Lot No. 111 of Wellington Green Subdivision, Section Three, according to a plat by Piedmont Engineering Service dated April, 1963 and revised August, 1964, and recorded in the R.M.C. Office for Greenville County in Plat Book YY, at Page 116 and having, according to a more recent plat entitled "Property of Stephen A. Kern and Linda K. Kern", prepared by Freeland & Associates, dated February 2, 1984, recorded in the R.M.C. Office for Greenville County in Plat Book 10-H, at Page 75, the following metes and bounds, to-wit:

BEGINNING at an iron nail on the Northeastern edge of Gladesworth Drive at the joint front corner of Lot 110 and 111, and running thence with the line of Lot 110, N. 47-30 E. 140 feet to an iron pin at the rear corner of Lot 111 and Lot 112; thence with the line of Lot 112, S. 41-52 E. 162.91 feet to an iron pin on the Northern edge of Kenilworth Drive; thence with the Northern edge of Kenilworth Drive, S. 56-15 W. 125 feet to an iron nail at the intersection of Gladesworth Drive and Kenilworth Drive; thence with the intersection of Gladesworth Drive and Kenilworth Drive, N. 79-07 W. 35.5 feet to an iron nail on the Northeastern edge of Gladesworth Drive; thence with Gladesworth Drive, the following courses and distances: N. 34-30 W. 47 feet; N. 42-11 W. 70 feet to an iron nail, the point of beginning.

This is the same property conveyed to the above named mortgagors by deed of James Howard Daniel and Kay McLaurin Daniel to be recorded of even date herewith.

STATE OF SOUTH CAROLINA  
RECORDS AND DEEDS SECTION  
DOCUMENTARY TAX  
STAMP TAX = 24.80

which has the address of 2 Gladesworth Drive, Greenville,  
(Street) (City)  
South Carolina 29615 (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 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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