

FILED
CREED 7 11 48 AM '84

MORTGAGE

601-338826-3

THIS MORTGAGE is made this 25th day of September,
1984, between the Mortgagor, William P. Kennedy, III

, (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 Twenty thousand nine hundred fifty-one and 35/100-(20,951.35) Dollars, which indebtedness is evidenced by Borrower's note dated September 25, 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 Oct. 31, 1994

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 piece, parcel, or lot of land in Greenville Township, Greenville County, State of South Carolina, lying and being near the City of Greenville on the east side of Augusta Road and being known and designated as Lot No. 3 on plat of property of Roger C. Peace made by Dalton and Neves, Engineers, February, 1938, recorded in Plat Book K, page 60, office of the Register of Mesne Conveyance for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Augusta Road at the corner of Lot No. 2, now or formerly owned by George D. Fryfogel and running thence N. 60-01 E. 296.5 feet along the line of Lot No. 2 to an iron pin on the west side of a 24-foot drive now known as Ridge Drive; thence along the west side of Ridge Drive N. 61-58 W. 100 feet to an iron pin on the west side of Ridge Drive, joint corner of lots Nos. 3 and 4; thence along the line of lot No. 4, S. 58-58 W. 244.7 feet to an iron pin on the east side of the Augusta Road, joint corner of lots Nos. 3 and 4; thence along the east side of Augusta Road S. 30-43 E. 80 feet to an iron pin on the east side of Augusta Road, joint corner of lots Nos. 2 and 3, the beginning corner.

This being the same property conveyed to W. P. Kennedy by deed of Constance D. Dooly and Oscar E. Dooly dated January 24, 1941, and recorded in the RMC Office for Greenville County on January 30, 1941, in Deed Book 230 at Page 90. W. P. Kennedy, also known as W. P. Kennedy, Sr., died testate on November 18, 1973, devising said property to his wife Lavinia C. Kennedy for her life, and at her death to W. P. Kennedy, III, all of which appears more fully in the Office of the Probate Court for Greenville County in Apartment 1307 at File 24. Lavinia C. Kennedy died on July 29, 1981 as appears in the Office of the Probated Court for Greenville County in Apartment 1667 at File 14.

which has the address of Augusta Road Greenville,
(Street) (City)
South Carolina (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.

RECORDED

1328-W-21