

301 College St.
Greenville, S.C.

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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S.C.
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P. S. SLEAY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, TIMOTHY M. KENNEDY

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREENVILLE, S.C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Nine Thousand and No/100----- Dollars (\$ 9,000.00) due and payable

as follows: The sum of \$150.00 is due and payable on April 1, 1980, and each and every month thereafter, with the final payment being due and payable on March 1, 1990.

with interest thereon from date at the rate of 10% add on per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 22 and part of Lot 21 as shown on plat entitled "Property of Timothy M. Kennedy", dated May 9, 1979, prepared by Carolina Surveying Company, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 7E at Page 66, and having, according to said plat, such metes and bounds as appears thereon.

THIS being the same property conveyed to the mortgagor herein by deed of Charles William Patterson, dated 5/9/79, recorded in the RMC Office for Greenville County, S.C. on 5/10/79 in Deed Book 1102 at Page 144.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings and Loan in the original amount of \$41,800.00, recorded in the RMC Office for Greenville County, South Carolina on 5/10/79 in Mortgage Book 1465 at Page 965.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereabove described in fee simple absolute, that it has good right and is lawfully entitled to sell, convey, or otherwise dispose of the premises hereabove described, free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and defend lawful title to the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons who may lawfully claim the same or any part thereof.

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