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**MORTGAGE**

THIS MORTGAGE is made this 2nd day of December 19 83 between the Mortgagor, Ronald Louis Kennedy and Betty S. Kennedy (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ 39094.80 which indebtedness is evidenced by Borrower's note dated December 2, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on December 8, 1993;

TO SECURE to Lender 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, 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 County of Greenville, State of South Carolina, on the northeastern side of Williamsburg Drive and being known and designated as Lot No. 32 on a plat of JAMESTOWN ESTATES, Section 2, recorded in the RMC Office for Greenville County in Plat Book 4-K at Page 68 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Ratterree-James Insurance Agency, Inc. recorded in the RMC Office for Greenville County in Deed Book 1043 at Page 345 on September 23, 1976.

THIS is a second mortgage subject to that certain first mortgage to Woodruff Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1043 at Page 345 on September 23, 1976.

which has the address of Route 7, Jamestown Estates Greer  
(Street) (City)  
South Carolina 29651 (therein "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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments (including condominium and

**SOUTH CAROLINA**