

FILED  
GREENVILLE CO. S. C.  
OCT 28 2 05 PM '07  
DONNIE S. TANKERSLEY  
R.M.C.

### MORTGAGE

THIS MORTGAGE is made this 28th day of October, 1977, between the Mortgagor, CATHERINE KIRKLAND

, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

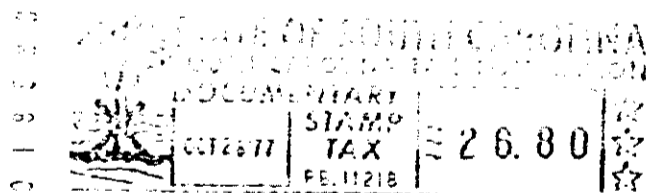
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SEVEN THOUSAND AND NO/100THS Dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 28, 1977, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 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 northwestern side of Whittington Drive and being known and designated as Lot #40 of Stratton Place Subdivision according to plat prepared by Piedmont Engineers and Architects, dated July 10, 1972, and recorded in the Greenville County R.M.C. Office in Plat Book 4-R at Pages 36 and 37, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwest side of Whittington Drive at the joint front corner of Lots 39 and 40 and running thence with the northwest side of Whittington Drive N 25-55 W, 120 feet to a point at the joint front corner of Lots 40 and 41; thence with the joint line of Lots 40 and 41, N 64-05 W, 170 feet to a point; thence S 25-55 W, 120 feet to a point at the joint rear corner of Lots 39 and 40; thence with the joint line of Lots 39 and 40, S 64-05 E, 170 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Irving M. Davis and Romayne K. Davis dated August 11, 1975 and recorded in the R.M.C. Office for Greenville County in Deed Book 1023 at Page 379 on August 29, 1975.



which has the address of 115 Whittington Drive 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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