

Mortgagee's Mailing Address: 301 College Street, Greenville, S. C. 29601

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GREENVILLE CO. S. C.  
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DGNHIE S. TANKERSLEY  
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# MORTGAGE

THIS MORTGAGE is made this 9th day of May, 19 79, between the Mortgagor, Timothy M. Kennedy, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Forty One Thousand Eight Hundred and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated May 9, 1979, (herein "Note"), provided for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2009.....;

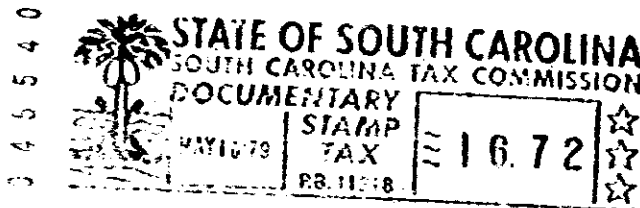
TO SECURE to Lender (a) the repayment of the indebtedness thereon, the payment of all other sums, with interest thereon, and the security of this Mortgage, and the performance of the covenants contained, and (b) the repayment of any future advances, with interest thereon, Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Lender grant and convey to Lender and Lender's successors and assigns the property described in the County of Greenville, State of South Carolina;

and by the Note, with interest thereon, in accordance herewith to protect the interests of Lender in the property described herein, Lender does hereby mortgage, sell and convey the property described herein to Lender and Lender's successors and assigns in the County of South Carolina;

All that certain piece, parcel or lot of land being in the State of South Carolina, County of Greenville, being known and designated as Lot 22 and Part of Lot 21, shown on a plat entitled Property of Timothy M. Kennedy dated May 9, 1979 prepared by Carolina Surveying Company recorded in the RMC Office for Greenville County in Plat Book 7E at Page 66, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of North Avondale Drive, formerly Maple Avenue, at the joint front corner of Lots 23 and 22 and running thence along the western side of North Avondale Drive S. 9-00 E. 75 feet to an iron pin; thence continuing along the western side of North Avondale Drive S. 5-37 E. 37.5 feet to an iron pin; thence N. 88-14 W. 158.3 feet to an iron pin; thence N. 7-16 W. 90 feet to an iron pin at the joint rear corner of Lots 23 and 22; thence N. 85-21 E. 154.2 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Charles William Patterson, individually and as Trustee of the Estate of Louise Moore Patterson of even date and to be recorded herewith.



which has the address of 24 N. Avondale 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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