

FILED
GREENVILLE CO. S. C.
Nov 1 4 38 PM '79
DONNIE S. TANKERSLEY
R.M.C.

1408 882

MORTGAGE

THIS MORTGAGE is made this 1st day of November, 1979, between the Mortgagor, SHIRLEY S. KERN

(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-nine Thousand Four Hundred Thirty-three and 97/100 (\$49,433.97) Dollars, which indebtedness is evidenced by Borrower's note dated November 1, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2001

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and being shown as Tract 1A on a survey for Donald G. Kern made by Wolfe & Huskey, Inc., dated June 8, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-T at Page 57, and having according to said plat the following metes and bounds:

BEGINNING at an old concrete marker on the Northeastern side of Gibbes Shoal Road and running thence N. 49-29 E. 804 feet to an old concrete marker; thence S. 81-10 E. 535.5 feet to an iron pin; thence S. 08-15 E. 639.3 feet to an iron pin; thence N. 73-08 W. 672.3 feet to an iron pin; thence S. 01-43 E. 201 feet to an iron pin; thence S. 72-50 W. 465.2 feet to an iron pin; thence N. 24-01 W. 366.4 feet to the point of BEGINNING.

This is the same property conveyed to the Mortgagor herein by deed of P. Walker Garrison and Joan C. Garrison, dated November 1, 1979, and recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

GCTO -----2 NO 1 79 1374
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which has the address of Route 6, Box 840, Greer, South Carolina, 29651

(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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