

FILED
S.C.

MORTGAGE

32 AM '80

THIS MORTGAGE is made this 30th day of July 1980, between the Mortgagor, William A. Kinninger and Cathy J. Kinninger, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of 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-nine Thousand Three Hundred and No/100-- (\$69,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010.

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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as Lot No. 164 on plat of Pine Brook Forest subdivision, according to a plat prepared by Charles K. Dunn, Surveyor, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-X, at pages 48 and 49, and having according to a more recent survey entitled "Property of William A. Kinninger and Cathy J. Kinninger" prepared by Carolina Surveying Co. on July 28, 1980 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-C, at Page 69, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Cannon Circle at the joint front corner of Lots No. 163 and 164 and running thence along the joint line of said lots N. 64-49 E., 154.0 feet to an iron pin on the bank of a branch; thence along the branch in a southeasterly direction as the line (the traverse of which is S. 39-04 E., 143.4 feet) to an iron pin at the joint rear corner of Lots No. 164 and 165; thence continuing along the joint line of said lots S. 71-52 W., 204.0 feet to an iron pin at the joint front corners of Lots No. 164 and 165 on Cannon Circle; thence N. 18-11 W., 115.0 feet to the point of beginning.

THIS being the same property conveyed unto the mortgagors by deed of Ben C. Sanders, executed and recorded of even date herewith.

INCLUDING PLEDGE OF ADDITIONAL SECURITY AS SHOWN ON ATTACHED RIDER DATED JULY 30, 1980, ENTITLED "RIDER REFERENCING ADDITIONAL SECURITY AGREEMENT" INCORPORATED HEREIN BY REFERENCE.

which has the address of 224 Cannon Circle, Greenville, South Carolina 29607 (herein "Property Address");
[Street] [City] [State and Zip Code]

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.

3
1
0

4328 RV.2