

FILED
GREENVILLE CO. S.C.

SEP 8 2 44 PM '80

DONNIE S. TANKERSLEY
R.M.C.

FIRST FEDERAL
P. O. BOX 468
GREENVILLE, S. C. 29602

1514 PAGE 938

MORTGAGE

THIS MORTGAGE is made this 5th day of September, 1980, between the Mortgagor, Luther J. Kay and Marsha Kay, (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").

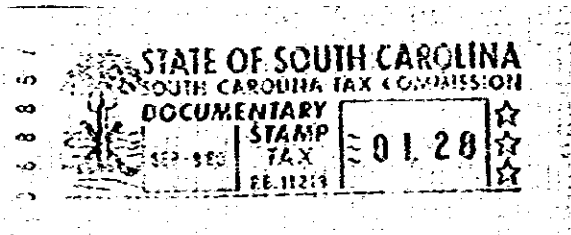
WHEREAS, Borrower is indebted to Lender in the principal sum of Three thousand, one hundred, fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated Sept. 5, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Oct. 1, 1982.....;

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, or lot of land, with all improvements, thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being shown as Lot No. 1 on Plat of North Sunset Hills made by Dalton & Neves in July 1941, recorded in Plat Book "L" at Page 92, in the R.M.C. Office for Greenville County, and being more particularly described as follows:

"Beginning at a stake at the northern corner of Elizabeth Drive and Paris Mountain Road, and running thence with the northwestern side of Paris Mountain Road, N. 51-22 E. 35 feet to a stake at corner of Lot No. 2; thence with line of said lot, N. 38-38 W. 157.8 feet to a stake on a 5 foot utility strip; thence with said utility strip, S. 50-52 W. 66.3 feet to a stake on Elizabeth Drive; thence with the northeastern side of Elizabeth Drive, S. 40-50 E. 132.5 feet to stake; thence with the curve of the intersection, the chord of which is S. 84-44 E. 36.1 feet to the beginning corner, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. This being the same property conveyed to us by deed dated July 8, 1971, recorded in the R.M.C. Office for Greenville County in Deed Book 919 and page 620."

This is second mortgage and is junior in lien to that mortgage executed by Luther J. and Marsha Kay which mortgage is recorded in R.M.C. Office for Greenville County in Book 1202 page 272 dated August 11, 1971.



which has the address of 201 State Park Road, Greenville, S.C. 29609

(herein "Property Address");
(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.

OCTO 1 1980 215

4328 RV-2