

FILED
GREENVILLE CO. S. C.

BOOK 1521 PAGE 459

OCT 21 3 04 PM '80

MORTGAGE

CONNIE E. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 20th day of October, 1980, between the Mortgagor, Archibald Bradford 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 Thirty Thousand, Four Hundred and No/100 00 Dollars, which indebtedness is evidenced by Borrower's note dated October, 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 November 1, ...2010.....;

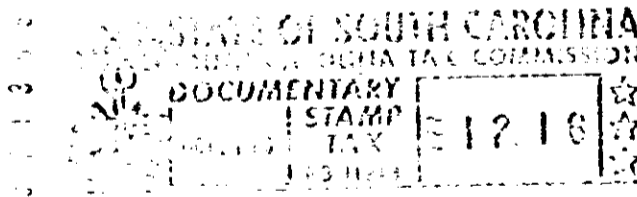
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land situated on the northwest corner of Conestee Avenue in the County of Greenville, State of South Carolina, and known as Lot No. 22 on Plat of North Cherokee Park, recorded in the R.M.C. Office for Greenville County in Plat Book "C" at Page 96, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Conestee Avenue one hundred eight feet and two inches northeast from the corner of intersection of Saluda and Conestee Avenue and running thence with Conestee Avenue N. 27-15 E. 54 feet and 1 inch to an iron pin in the corner of Lot No. 21; thence with the line of Lots Nos. 21 and 22 N. 62-32 W. 173 feet and 11 inches to an iron pin on the southeast side of an alley; thence with said alley 27-40 W. 54 feet and 1 inch to iron pin in rear corner of Lots 22 and 23; thence with the joint line of the mentioned line S. 62-32 E. 174 feet and 4 inches to Conestee Avenue, the beginning corner.

This is the same property conveyed to the mortgagor herein by deeds of Broadus Wallace Kay, James Monroe Kay, and Walter Clardy Kay, Jr. to be recorded herewith.

The within renegotiable rate mortgage is modified by the terms and conditions of the renegotiable rate mortgage rider which is attached hereto and made a part of the mortgage instrument.



which has the address of 42 Conestee Avenue, Greenville (City)
SC 29605 (State and Zip Code) (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 seized 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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