

GREENVILLE, S. C.
JUL 2 12 PM '81
MORTGAGE DEPARTMENT
MORTGAGE

MORTGAGE

THIS MORTGAGE is made this 3rd day of July, 1981, between the Mortgagor, Kim J. Abney, (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 Twenty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 3, 1981, (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, 1996.....;

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:

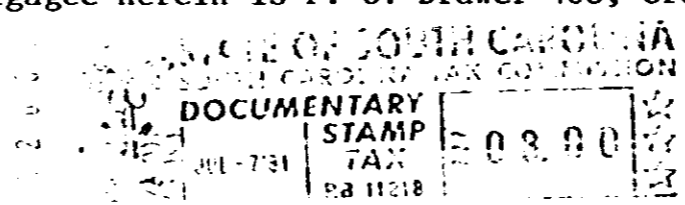
ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Southwick Lane (formerly Abelia Drive) and being known and designated as Lot No. 363, BOTANY WOODS, Section V, as shown on a plat prepared by Piedmont Engineers and Architects, said plat being recorded in the RMC Office for Greenville County in Plat Book JJJ at Pages 66 and 67, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Southwick Lane, joint front corner of Lots Nos. 363 and 364 and running thence along common line of said Lots, N.33-32 W. 146.4 feet to an iron pin, rear line of Lot No. 270; running thence along rear line of said Lot, S.49-40 W. 72.9 feet to an iron pin, rear line of Lot No. 271; running thence along rear of said Lot, S.64-52 W. 20 feet to an iron pin, rear line of Lot No. 270; running thence S.43-33 E. 143 feet to an iron pin, western side of Southwick Lane; running thence along Southwick Lane, N.57-10 E. 80 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Kathy Rice Abney, now known as Kathy A. Chisholm recorded in the RMC Office for Greenville County in Deed Book 1124 at Page 973 on May 1, 1980.

THIS is a second mortgage subject to that certain first mortgage to First Federal Savings and Loan Association given by Kim J. Abney, dated April 30, 1980, and recorded in the RMC Office for Greenville County in Mortgage Book 1507 at Page 90, in the original amount of \$29,553.18 and having a present balance of \$29,097.73.

THE mailing address of the Mortgagee herein is P. O. Drawer 408, Greenville, South Carolina 29602.



which has the address of 5 Southwick Lane, 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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