

MORTGAGE OF REAL ESTATE - SECOND MORTGAGE

BOOK 1555 PAGE 274

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GRANTOR FILED
OCT 15 3 41 AM '81
CO. S. C. MORTGAGE OF REAL ESTATE
DONNIE J. HANNERSLEY
R.M.C.

TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROGER DALE KENNEDY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of THIRTEEN THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS AND SIXTY CENTS

Dollars (\$ 13,407.60) due and payable

according to the terms and conditions of a note of even date and any renewals, modifications and extensions thereof.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"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, being known and designated as Lot No. 107 of a subdivision known as Canebrake, Section I as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 50 at Page 95 (a revised plat of Section I Canebrake is recorded in the RMC Office for Greenville County in Plat Book 5P at Page 28 and Lot 107 has the same courses and distances on both plats) and having, according to said plat, such metes and bounds as appears thereon.

This conveyance is made subject to the restriction recorded in the RMC Office for Greenville County in Deed Vol. 1026 at Page 590 and as amended in Deed Vol. 1039 on Page 311.

This being the same property conveyed to the Grantor and Grantee, Roger Dale Kennedy and Debra A. Kennedy, by deed of J.A. Bolen as Trustee for James W. Vaughn and College Properties, Inc., trading as Batesville Property Associates II, a joint venture, as recorded in Deed Book 1077 at Page 700 in the RMC Office for Greenville County dated April 24, 1978.

This mortgage being subordinate to a mortgage given to N.C.N.B recorded in the R.M.C Office for Greenville County in Mortgage Book 1429 at page 880.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
OCT 15 81
STAMP
TAX
\$ 05.40
FEB 1 218

107 1001581 401

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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