

ac: 1605 : 114

MORTGAGE

MAY 3 3 51 PM '83

THIS MORTGAGE is made this 3rd day of May 1983 between the Mortgagor, ROYSTON BATES KENNEDY AND SHERRILL MURPHY KENNEDY (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

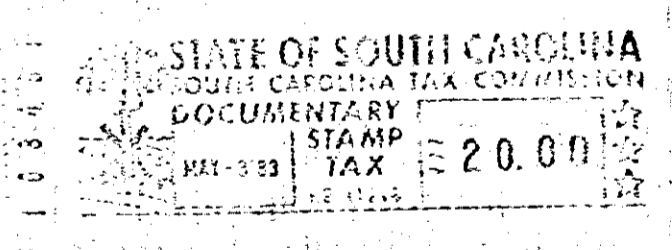
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 3, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2013.

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, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the southeastern side of Selwyn Drive, being shown and designated as Lot No. 34 on Plat entitled Timberlake, prepared by Dalton & Neves, Surveyors, dated July, 1955, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 185, and having, according to a more recent survey prepared by Freeland and Associates, dated May 2, 1983, entitled "Property of Royston Bates Kennedy and Sherrill Murphy Kennedy", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Selwyn Drive at the joint front corner of Lots Nos. 34 and 35 and running thence along the joint line of said lots, S. 18-28 E. 188 feet to an iron pin; thence S. 34-38 W. 62 feet to an iron pin at the joint rear corner of Lots Nos. 33 and 34; thence running along with the joint property line of Lots 33 and 34 N. 31-23 W. 224.7 feet to an iron pin on the southeastern side of Selwyn; thence running with Selwyn Drive N. 67-02 E. 14.3 feet to an iron pin; thence continuing with said Drive, N. 68-21 E. 85.7 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Michael M. Wilson, dated August 20, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Book 1041 at Page 551.



2 MAY 23 1983

which has the address of 32 Selwyn Drive Greenville South Carolina 29615 (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.