

JUL 22 12 14 PM '83

DONNIE C. SMITH ASLEY
MORTGAGE

THIS MORTGAGE is made this 18th day of July, 1983, between the Mortgagor, Mark J. Kinross and Sylvia M. Kinross, (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of the State of South Carolina, whose address is 470 Haywood Road, Greenville, S. C. 29607 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 18, 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 August 1, 2001;

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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 265 on plat of Devenger Place, Section 12, recorded in Plat Book 7 X at page 18 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Devenger Road Land Company, a Partnership, by deed recorded April 10, 1981 in Deed Book 1146 at page 7.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP TAX
16.00

which has the address of 102 Pen Oak Court, Greer, South Carolina 29651, (Street) (City)
..... (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 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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