

037 2 2 30 PM 1984

## MORTGAGE

THIS MORTGAGE is made this 23<sup>rd</sup> day of October, 1984, between the Mortgagor, Bobby E. Kerns and Donna A. Kerns, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 twelve thousand five hundred twenty and 55/100-----Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 1984, (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 30.....1989.....;

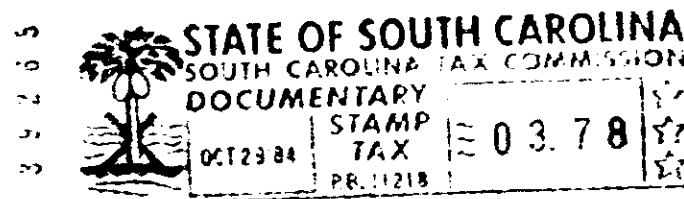
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot #11 as shown on a plat of Oakwood Acres, which plat was prepared by J. Mac Richardson, dated September, 1959, recorded in the R.M.C. Office for Greenville County in Plat Book MM, at Page 135, and having, according to said plat, the following metes and bounds to-wit:

Beginning at an iron pin on the southern side of East Lee Road, the joint front corner of Lots #11 and #12, and running thence along the line of these lots, S. 22-55 E. 175 feet to an iron pin; running thence S. 67-05 W. 90 feet to an iron pin at the joint rear corner of Lots #11 and #10; running thence N. 22-55 W. 175 feet to an iron pin on the southern side of East Lee Road; running thence along the southern side of East Lee Road, N. 67-05 E. 90 feet to an iron pin, point of beginning.

DERIVATION: See deed of Thomas Hoyet Sentell to Bobby E. Kerns and Donna A. Kerns, recorded in the R.M.C. Office for Greenville County in Volume 1019, Page 232, dated June 3, 1975.

This is the second mortgage and is junior in lien only to First Mortgage of First Federal of South Carolina, recorded in the R.M.C. Office for Greenville County in Volume 1340, Page 761, dated June 3, 1975



which has the address of 2096 E. Lee Road Taylors,  
(Street) (City)  
South Carolina 29687 (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 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.