

MORTGAGE

THIS MORTGAGE is made this 2 day of November, 1984, between the Mortgagor, LINDA C. KINDLEY, now by marriage, LINDA K. WALLACE, (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 Twenty five thousand ninety dollars and 53/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 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 Nov. 30, 1994.....;

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 situate, lying and being on the Southern side of State Park Road, in the County of Greenville, State of South Carolina, being known and designated as Part of Lot 24 as shown on a plat prepared by Carolina Surveying Co., dated October 28, 1975, and revised February 12, 1976, entitled "Survey for James E. Kindley and Linda Cox Kindley", and recorded in the RMC Office for Greenville County in Plat Book 6-0 at Page 31, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of State Park Road, said iron pin being in a Northwesterly direction 150 feet from an unnamed road, and running thence S. 0-27 W. 135 feet to an iron pin; thence N. 72-17 W. 19 feet to an iron pin; thence S. 17-03 W. 20.7 feet to an iron pin; thence N. 80-45 W. 125.7 feet to an iron pin; thence N. 0-27 E. 152.8 feet to an iron pin on the Southern side of State Park Road; thence with the Southern side of State Park Road S. 80-45 E. 150 feet to the point of beginning.

TOGETHER WITH all of the rights of the Mortgagor herein in and to the use of a well near the Southeastern corner of the above described premises as more particularly set forth in the deed from Robert J. Rakestraw, as Sole Director and Liquidating Trustee of Kool Kolony, Incorporated, A Defunct Corporation (to James E. Kindley), to James E. Kindley dated April 7, 1978, and recorded in the RMC Office for Greenville County in Deed Book 1076 at Page 753.

This is the identical property conveyed to James E. Kindley by deed of Robert J. Rakestraw, etc., dated April 7, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1076 at page 753, on April 7, 1978. The said James E. Kindley died testate on or about September 21, 1979, and devised the said premises to the Mortgagor herein.

This mortgage is junior in lien to the mortgage of Linda C. Kindley, now by marriage Linda K. Wallace given in favor of First Federal Savings and Loan Association of South Carolina, dated July 25, 1983 and recorded in the RMC Office for Greenville County on July 29, 1983 in Book 1618 at Page 294.

which has the address of Route 5, State Park Road Greenville,
(Street) (City)

South Carolina 29609 (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.