

FILED
GREENVILLE CO. S. C.
SEP 8 2 44 PM '80
DONNIE S. TANKERSLEY
R.M.C.

FIRST FEDERAL
P. O. BOX 408
GREENVILLE, S. C. 29602

BOOK 1514 PAGE 938
BOOK 78 1156

MORTGAGE

THIS MORTGAGE is made this 5th day of September, 1980, between the Mortgagor, Luther J. Kay and Marsha Kay (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Three thousand, one hundred, fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated Sept. 5, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness to be paid on or before the 15th day of each month commencing on the 15th day of September, 1980, to the beginning corner of Elizabeth Drive, S. 40-50 E. 132.5 feet to stake; thence with the curve of the intersection, the chord of which is S. 84-44 E. 36.1 feet to the beginning corner, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. This being the same property conveyed to us by deed dated July 8, 1971, recorded in the R.M.C. Office for Greenville County in Deed Book 919 and page 620."

This is second mortgage and is junior in lien to that mortgage executed by Luther J. Kay and Marsha Kay which mortgage is recorded in R.M.C. Office for Greenville County in Deed Book 919 and page 620 dated August 11, 1971.

First Federal Savings and Loan Association of S.C.
Boroman, Grayson & Smith, Attorneys

[Handwritten signatures and initials]

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
91.28

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which has the address of 11319 State Park Road, Greenville, S.C. 29609

(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 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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