CREATED CO.S.C.

AUG 20 4 37 PH 'B.

DONN'E TANKER SLEY

SOUTH CAROLINA

## **MORTGAGE**

1550 4493

of

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

TIMOTHY M. KENNEDY

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS LIFE COMPANY

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville

State of South Carolina:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, shown as property of Timothy M. Kennedy on a plat prepared by Freeland and Associates, dated July 23, 1981, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Lloyd Street at a point approximately 154 feet, more or less, from the intersection of Lloyd Street and Pinckiney Street and running thence along the southeastern side of Lloyd Street N. 55-05 E., 55.5 feet to an iron pin; thence running S. 33-30 E., 88.0 feet to an iron pin; thence running S. 52-47 W., 22.07 feet to an iron pin; thence continuing S. 49-45 W., 7.95 feet to an iron pin; thence running N. 52-42 W., 49 feet to an iron pin; thence running S. 53-45 W., 6.07 feet to an iron pin; thence running N. 36-36 W., 43.10 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of Remar, Inc., recorded in the R.M.C. Office for Greenville County, in Deed Book <u>//53</u>, Page <u>859</u>, on August 20, 1981.

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OCUMENTARY STAMP = 1612

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee of forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the summanner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: provided, however, that written notice —of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Replaces Form FHA-2175M, which is Obsolete

HUD-92175M (1-79)

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SICHE PERSON NAMED OF