

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:  
GREENVILLE CO. S.C.

OCT 26 10 10 PH '82

WHEREAS, R. BATES KENNEDY AND SHERRY M. KENNEDY  
JOHN S. TANKERSLEY  
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

RICHARD H. QUINN

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

TWENTY THOUSAND AND NO/100----- Dollars (\$ 20,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH  
FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 11 1/2 per centum per annum, to be paid: semi-annually

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

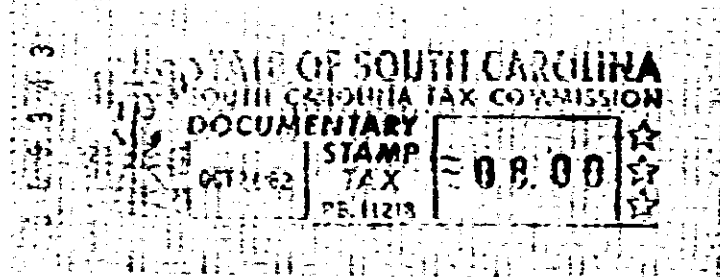
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southeastern side of Byrd Boulevard, being shown and designated as Lot No. 145 on plat of TRAXLER PARK, recorded in Plat Book F at Pages 114 and 115 and having, according to a more recent survey prepared by Freeland and Associates, dated October 25, 1982, entitled "Property of R. Bates Kennedy and Sherry M. Kennedy", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Byrd Boulevard at the joint front corner of Lots 145 and 146 and running thence with the southeastern side of Byrd Boulevard S. 64-41 E. 70.2 feet to an iron pin; thence S. 29-32 W. 305 feet to an iron pin at the corner of Lot No. 117; thence with the line of Lot No. 117 N. 60-28 W. 70 feet to an iron pin at the corner of Lot 146; thence with lot No. 146 N. 29-32 E. 300 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Richard H. Quinn, dated October 25, 1982 and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage in favor of American Federal Savings and Loan Association dated October 25, 1982 in the original amount of \$74,000.00 and recorded in REM Book 1583 at Page 963.

Mortgagee's Address:  
P. Apperson Quinn Colonial Co.  
E. Washington St.  
Greenville, S.C.  
29602



400 8 4161801

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

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

4328