

FILED  
GREENVILLE CO. S. C.

SEP 18 10 36 AM '80

DONNIE J. TANNERSLEY  
R.M.C.

1316-631

# MORTGAGE

THIS MORTGAGE is made this 18th day of September, 1980, between the Mortgagor, Stephen Mark Kirkpatrick and Edwina M. Kirkpatrick, (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 Sixty-five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 18, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2010.

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 with all buildings and improvements thereon, situate, lying and being on the northwestern side of Stoney Creek Drive in the City of Mauldin, Greenville County, South Carolina being known and designated as Lot No. 113 as shown on a plat entitled FORRESTER WOODS, SECTION 7 made by R. B. Bruce, surveyor, dated February 12, 1975, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-P at Pages 21 and 22, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Stoney Creek Drive at the joint front corner of lots nos. 113 and 114 and running thence along the common line of said lots, N. 49-0 W. 165 feet to an iron pin; thence S. 41-0 W. 100 feet to an iron pin at the joint rear corner of lots nos. 112 and 113; thence along the common line of said lots, S. 49-0 E. 165 feet to an iron pin on the northwestern side of Stoney Creek Drive; thence along the northwestern side of Stoney Creek Drive, N. 41-0 E. 100 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Marvin O. Cooper of even date to be recorded herewith.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX \$ 26.00

which has the address of Route 10, 220 Stoney Creek Drive, Greenville,  
(Street) (City)

South Carolina (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.

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