



MORTGAGE

THIS MORTGAGE is made this 8th day of April 1981 between the Mortgagor, Hugh C. Kay and Pamela Kay (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight thousand, three hundred, twenty-eight and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 8, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1986

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 certain piece, parcel or lot of land lying in the State of South Carolina County of Greenville, near Travelers Rest, shown as Lot 1 on plat of Property of T. Wiater Brasher, recorded in plat book 4X at page 43 and having such courses and distances as will appear by reference to said plat.

Same property as conveyed to grantor in deed book 966, at page 737.

The above conveyance is subject to all rights of way, easements and protective covenants affecting the property appearing upon the public records of Greenville County.

This is the same property conveyed by deed of Classic Builders, Inc. to Hugh C. Kay and Pamela S. Kay, dated and recorded 2/28/75 in volume 1015, page 89 of the RMC Office for Greenville County, SC.

which has the address of Route 6, Box 372, Travelers Rest, SC 29690 (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 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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