

FILED GREENVILLE S.C.

FILED

NOV 9 1980

MORTGAGE

NOV 9 1 15 PM '80

W. M. C. RUSLEY

12th day of December, 1980

THIS MORTGAGE was made this 12th day of December, 1980, between the Mortgagor, FREDERICK P. MCKENNA AND MARY G. MCKENNA (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand Dollars and no/100----- Dollars, which indebtedness is evidenced by Borrower's note dated ----- (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2019; and

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 lying in the State of South Carolina County of Greenville, shown as Lot 5 on Plat of OXFORD, Section I, recorded in Plat Book 6-H at Page 27 (formerly Lot 5, Devenger Place, Section 9, Phase A, recorded in Plat Book 5-P at Page 59), and having such courses and distances as will appear by reference to Plat Book 6-H at Page 27.

THIS is the same property conveyed to the mortgagors herein by deed of Dee Smith Company, Inc. and William E. Smith, Ltd., dated December 12, 1980 and recorded simultaneously herewith.

SOUTH CAROLINA DOCUMENTARY STAMP TAX COMMISSION \$ 10.00

which has the address of Lot 5, Devenger Road, Greer, S.C. (Street) (City) (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.

400 8 21801

06190

4328-11-2