

GREENVILLE CO. S. C.

1007-223

### MORTGAGE

THIS MORTGAGE is made this 12 day of April, 1974, between the Mortgagor, James R. Kelly and Linda L. Kelly (herein "Borrower"), and the Mortgagee, Security Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is Camperdown Way, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Eight Thousand Four Hundred and No/100ths--- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 10, 1999

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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Lot No. 41 of a subdivision known as "Addition to Wildaire Estates" according to a plat thereof prepared by Piedmont Engineering Service, November, 1962, and recorded in the RMC Office for Greenville County in Plat Book RR at Page 100 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of a turnaround on Sheraton Court, the joint front corner of Lots 41 and 42 and running thence along the line of these lots, N. 81-30 E. 189.5 feet to an iron pin; thence S. 5-30 W. 19.6 feet to an iron pin; thence S. 11-30 W. 45.0 feet to an iron pin; thence S. 28-51 W. 45.0 feet to an iron pin; thence S. 45-09 W. 56.7 feet to an iron pin; thence S. 75-35 W. 100.2 feet to an iron pin at the joint rear corner of Lots Nos. 41 and 40; thence along the joint line of said lots, N. 31-49 W. 90.7 feet to an iron pin on the eastern side of a turnaround on Sheraton Court; thence along the eastern side of said turnaround, which line is curved, the chord of which is N. 46-41 E. 40.0 feet to an iron pin; thence continuing along the eastern side of Sheraton Court turnaround, N. 1-59 E. 35 feet to an iron pin, the point of beginning.



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 in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

#### UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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