STATE OF SOUTH CAROLINA COUNTY OF CREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MILFORD D. KELLY and PEOGY W. KELLY

(hereinafter referred to as Mortgagor) is well and truty indebted un to LEE O. HUSKAMP AND JULIA DYAR HUSKAMP P.O. Box 564, Mauldin, SC 29662

AS PER NOTE EXECUTED 6/5/78

per note

with interest thereon from date at the rate of / per centum per annum, to be paid per note

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 dahl, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the seating and delivery of these presents, the receipt whereof is hereby acknowledged, has granzed, bargained, sold and released, and by these presents does grant, bargain, sell and release onto the Mortgagor, its successors and assigns:

"All that certain piece, parcel or let of land, with all improvements thereon, or bereafter constructed thereon, situate, fring and being in the State of South Carolina, County of CREENVILLE, being known and deisonated as Lot #13, located on Kingsridge Drive, in a subdivision known as Botany Woods, Inc., as shown on plat of said subdivision as recorded in the RMC Office for Greenville County in Plat Book YY, page 173; reference to said plat is hereby craved for a more particular metes and bounds description as appear thereon.

THIS is the same property conveyed to the Mortgagor by deed of Walter L. Barron and Ethel M. Barron, recorded in the RMC Office for Greenville County in Deed Book 1157, page 659, recorded on \_\_November 2, 1981\_\_\_\_.

THIS mortgage is second and junior in lien to that mortgage between Milford D. Kelly and Peggy W. Kelly to Jack R. Porter and Betty B. Porter recorded in the RMC Office for Greenville County in Mortgage Book 1556, page 693, recorded on October 30, 1981

DOCUMENTARY STAMP OF STAMPS

Together with all and singular rights, members, herditaments, and appurtecances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 such 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 Dand is lawfully authorized to sell, convey or encumbes 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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