FILED REENVILLE FOR S.C

المعامعة فحاراتهم فالهوف مساد وأنك فليجو والمهود أناء ويبد

2009 1603 FASE 54

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

APR 21 12 43 PIPURCHASE MONEY MORTGAGE
MORTGAGE OF REAL ESTATE JOHNIE S. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

MILFORD D. KELLY

SOUTHERN BANK AND TRUST COMPANY, as (hereinafter referred to as Mortgagor) is well and truly indebted unto Greenway Co Eaples Trustee for the William M. Landreth Individual Retirement Account (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of "Iwenty-eight Thousand and No/100ths---- Dollars (\$ 28,000.00) due and payable

> as per Note executed this date or any future modifications, extensions or renewals thereof.

with interest thereon from date at the rate of Twelve 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 Mertgagor'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 debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and es-

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Fairview Township, on the Southern side of Richardson Road and having, according to a survey entitled "Southeastern Insurance Service, Inc. & William M. Landreth & Mary B. Staton, Trustees of Southeastern Insurance Service, Inc." prepared by Clarkson Surveying, dated May 30, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-A at Page 50, and having such metes and bounds as shown thereon, reference being craved thereto for a more particular description.

THIS being the same property conveyed to the Mortgagors herein by deed of Southern Bank and Trust Company as Trustee for the William M. Landreth Individual Retirement Account of even date, to be recorded herewith.

THIS Mortgage is to secure the purchase price for the within property as evidenced by a Purchase Money Promissory Note executed this date.

The maker shall have the right to prepay this obligation in full or in part at anytime without penalty. The maker and payee agree that a portion of the property which is the security for this obligation will be released at the rate of Three Thousand (\$3,000.00) Dollars per acre.

Together with all and singular rights, members, herditaments, and appurtequices 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 test it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber 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 Mortgagee forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.