County of GREENVILLE

Mortgage of Real Estate

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THIS MORTGAGE made this 175	<u>PH day of</u>	JUNE	, 19 <u>83</u>

JOHN G. KELLY, III and MARY L. KELLY

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is POST OFFICE BOX 1329, GREENVILLE,

SOUTH CAROLINA 29602

WITNESSETH:

THAT WHEREAS, JOHN G. KELLY, III and MARY L. KELLY is indebted to Mortgagee in the maximum principal sum of EIGHTEEN THOUSAND AND NO/100THS-----Dollars (S 18,000.00---). Which indebtness is evidenced by the Note of ___JUNE_17, 1983 date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 07/01/88 after the date hereof) the terms of said Note and any agreement modifying it which is SIXTY (60) MONTHS are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all

indebtedness outstanding at any one time secured hereby not to exceed \$ 18,000.00-----, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

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, lying and being in the County of Greenville, and shown as Lot No. 47, Edwards Forest, Section 4, on a plat recorded in Plat Book JJJ at Page 82 in the RMC Office for Greenville County and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of Elmwood Drive joint front corner of Lots No. 46 and 47 and running thence with the Northerly side of Elmwood Drive S. 49-57 W. 100 feet; thence with the joint lines of Lots 47 and 48, N. 40-03 W. 204.4 feet; thence N. 53-24 E. 100.2 feet; thence with the joint lines of Lots 46 and 47 S. 40-03 E. 198.4 feet to the beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of John F. Beehner and Judith L. Beehner, dated July 14, 1977, and recorded in the RMC Office for Greenville County at Deed Book 1061, Page 462.

THIS Mortgage is junior in rank to that certain Mortgage given by the Mortgagors to Fidelity Federal Savings and Loan Association in the original amount of \$39,500.00 and recorded in the RMC Office for Greenville County on July 29, 1977, in Mortgage Book 1405 at Page 472.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

4.00CD