

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. Richard Kelly and Linda L. Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ruth M. Thomason

(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 Forty-eight Thousand, One Hundred Seventy-five and  
no/100 ----- Dollars (\$ 48,175.00 ) due and payable

with interest in accordance with the terms of the said promissory note,  
the maturity date of which, unless sooner paid, is August 16, 1989.

~~with interest thereon from~~ ~~at the rate of~~ ~~per centum per annum, to be paid~~

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:

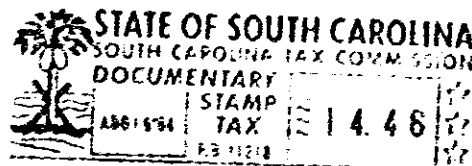
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, successors and assigns:

"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, on

the southern side of Altamont Road, formerly Trowbridge Avenue, in Greenville County, South Carolina as shown on plat of survey entitled "Property of J. Richard Kelly and Linda L. Kelly" made by C. O. Riddle, R.L.S., dated August 14, 1984 and recorded in the RMC office for Greenville County in Plat Book 1671 at page 19 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Altamont Road at the joint corner of the within tract and lands belonging to Jack C. Ward, thence running with the line of said property S. 05-03 W. 327.95 feet to an iron pin in the line of property belonging to W. R. Stephenson, Jr.; thence with said line, N. 76-56 W. 192.88 feet to an iron pin; thence continuing with said line, N. 35-54 W. 104.23 feet to an iron pin at the joint corner of land of J. Robert Thomason; thence with the Thomason line N. 23-54 E. 300.20 feet to an iron pin on the southern side of Altamont Road; thence with the southern side of Altamont Road as follows: S. 51-39 E. 87.66 feet, S. 71-48 E. 60.61 feet to an iron pin and S. 85-20 E. 30 feet to an iron pin, the point of BEGINNING.

This mortgage is junior to that certain mortgage given by J. Richard Kelly and Linda L. Kelly to Bankers Life Company, said mortgage being of even date and recorded in the RMC office for Greenville County in Mortgage Book 1677 at page 745 .



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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, 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 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 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 whomsoever lawfully claiming the same or any part thereof.

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