MORTGAGEES ADDRESS: 611 Nacadamy 2460

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Attorneys-at-Law P.O. Box 126 Greer, S.C. 29651

COUNTY OF GREENVILLE

Purchase Money Mortgage OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James R:

James R. Kelly and Denise Mills Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Harold D. Padgett

(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

Twelve Thousand, Seventy Eight & 81/100ths Dollars (\$ 12,078.81) due and payable in 59 monthly installments of \$133.00 each beginning 30 days from date and a 60th payment of the full balance due.

with interest thereon from date at the rate of 12.0 per centum per annum, to be paid: as aforesaid

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 assassments, 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its 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, being shown and designated as Lots 14, 15, 16 and 29 of a subdivision known as Hart Valley Haven as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book EE at page 137 and having such metes and bounds as appear by reference to said plat.

THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagees to be recorded of even date herewith and this mortgage is being given to secure a portion of the purchase price of the within described property.

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Together with all and singular rights, members, herditaments, and appurtenances 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 fec simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbe, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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A CONTRACTOR OF THE STATE OF