

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

JUL 8 3 30 PM '70  
OLLIE FARNSWORTH  
R.M.O.

BOOK 1160 PAGE 131

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Milford Donald Kelly and Peggy Joyce W. Kelly

(hereinafter referred to as Mortgagor), is well and truly indebted unto John B. Armstrong

(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 Thirty-Three Hundred - - - - - Dollars (\$ 3,300.00 ) due and payable

as follows: \$600.00 and the accumulated interest July 4, 1971 and \$600.00 and the accumulated interest each July 4th thereafter until paid in full.

with interest thereon from date at the rate of 5 per centum per annum, to be paid: annually

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, 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, Fairview Township containing 17.89 acres, more or less, according to a plat prepared by C. O. Riddle, Surveyor, dated May 29, 1970, and having according to said plat the following courses and distances, to-wit:

BEGINNING at an iron pin, said pin measuring a distance of 303.1 feet S. 1-25 W. from the southern edge of State Highway No. 418, on line of J. M. Curry and being the back joint corner with other lands of the Mortgagors, and running thence with the back joint line of other lands of the Mortgagors S. 79-26 E. 556.6 feet to an iron pin, corner with Lot No. 2; thence with the back line of said Lot No. 2, S. 79-35 E. 210 feet to an iron pin, back joint corner of Lots Nos. 1, 2, & 4; thence with the joint line of said Lot No. 4, S. 6-30 W. 300 feet to an iron pin, back corner of said Lot No. 4; thence with the back line of said Lot No. 4 S. 84-31 E. 300 feet to an iron pin on line of other land of the Mortgagee; thence with joint line of other land of the Mortgagee S. 6-30 W. 542 feet to an iron pin, back joint corner with other lands of the Mortgagee on line of land of Gault; thence with the joint line of Gault N. 82-33 W. 986.3 feet to an iron pin, joint corner with lands of Gault on line of land of the said J. M. Curry; thence with the joint line of the said J. M. Curry N. 1-25 E. 878.7 feet to an iron pin, the point of beginning.

This being the same land conveyed to us this day by deed of the Mortgagee, to be recorded herewith.

This is a purchase money mortgage and is given to secure the balance of the purchase money thereof.

Together with all and singular rights, members, hereditaments, 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 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 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 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.