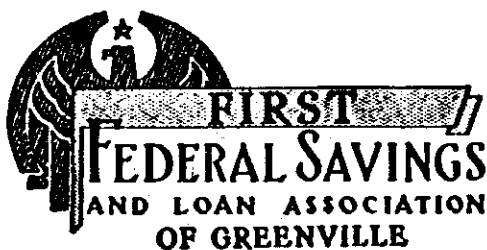


GREENVILLE CO. S. C.

JUN 30 4 18 PM '77

DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1402 PAGE 797



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

PAUL M. KELLY AND SHAO LU KELLY

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Thirty-Six Thousand Eight Hundred and no/100 dollars (\$36,800.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not have a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Two Hundred

Eighty-Two and 97/100 dollars (\$282.97) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

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W. 00  
VOC. MAR 26 1974  
All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Mauldin, being shown and designated as Lot 38 on plat of Forrester Woods, Section I, prepared by R. B. Bruce, R.L.S., dated March 14, 1972 and recorded in the RMC Office of the Greenville County Courthouse in Plat Book 4-N at page 78 and being described, according to said plat, more particularly, to-wit:

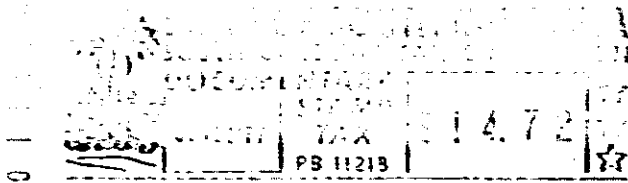
BEGINNING at an iron pin on the Eastern side of Old Hickory Point at the joint front corner of Lots 36 and 38 and running thence along Old Hickory Point N.27-39 E. 127.6 feet to an iron pin; thence N 72-26 E. 35.5 feet to an iron pin on the Southern side of Pheasant Trail; thence along said Trail S.62-43 E.85.1 feet to an iron pin at the joint front corner of Lots 38 and 39; thence along the common line of said Lots S. 27-36 W. 160 feet, more or less, to an iron pin in the line of Lot 36; thence N. 62-24 W. 110 feet to an iron pin, the point of beginning.

The above described property is conveyed subject to all restrictions, right of ways, easements and zoning ordinances of record or on the ground affecting said property.

The above described property being the identical property conveyed to the Mortgagors by deed to be recorded in the R.M.C. Office for Greenville County, South Carolina. This being the identical property conveyed to James W. Childers, III and Toni C. Childers by deed of Holmes, Inc., dated February 23, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina on February 26, 1973 in Deed Book 968 at Page 213.

Mortgagor's mailing address is 101 Old Hickory Point, Greenville, South Carolina.

Tax Map Number: M 9.1-1-51.



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