

MORTGAGE OF REAL ESTATE prepared by F. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Paul E. Kelley and Sara Jane C. Kelley

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.G. Cothran and Thomas A. Cothran

(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 Eighteen Thousand and 00/100 (\$18,000.00)-----  
Dollars (\$18,000.00 ) due and payable as follows:

\$9,000.00 plus accrued interest on January 10, 1978 and \$9,000.00 plus accrued interest on January 10, 1979.

with interest thereon from date at the rate of 7% 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 heirs, successors and assigns

ALL that piece, parcel or lot of land situate, lying and being in Dunklin Township, Greenville County, South Carolina, on the southeastern side of Cooley Bridge Road (S.C. Hwy. No. 247) containing 34.584 acres, more or less, according to a plat of a "Survey For T.A. Cothran" recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6K at Page 30 and having, according to said plat, the following metes and bounds:

BEGINNING at a spike in the center of said road at the joint front corner of the property herein conveyed and property of Essie Mae Weeks and running thence along a line of Essie Mae Weeks property S. 72-32 E. 1,295.69 feet to a point; thence along a line of property of Essie Mae Weeks N. 15-23 E. 576.23 feet to a point; thence along lines of property of Haskel A. Cothran, Joe E. Cothran, and Henry T. Cothran S. 73-58 E. 1,717.03 feet to a point; thence along a line of Epps property S. 01-32 E. 330.0 feet to a point; thence along a line of property of T.A. Cothran, Jr. N. 88-20 W. 2,549.03 feet to a point; thence S. 70-49 W. 656.66 feet to a spike in the center of said road; thence along the center of said road N. 19-12 E. 159.63 feet to a spike; thence continuing along the center of said road N. 09-31 E. 194.8 feet to a spike; thence continuing along the center of said road N. 04-41 E. 437.90 feet to the beginning corner, and being the same property conveyed by J.G. Cothran and Thomas A. Cothran, same person as Thomas Cothran, to Paul E. Kelley and Sara Jane C. Kelley by a deed dated December 27, 1977, and recorded herewith.

The mailing address of J.G. Cothran and Thomas A. Cothran is:  
Route 3, Belton, South Carolina.

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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 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 fastened 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 hereinafore 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 Mortgagee 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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