300 1417 May 905

CONNESTANKERGLEY



Fo par. 40 C State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

MILFORD D. KELLY AND PEGGY JOYCE W. 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

FORTY-FIVE THOUSAND AND 00/100------(\$ 45,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain 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

THREE HUNDRED SEVENTY-SEVEN & 64/100 (\$ 377.64) 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 25 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 Mortgagoe 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 Mortgagoe at and before the scaling 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, the following described real estate:

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, shown as 23.57 acres on plat for Milford D. Kelly, prepared by James L. Strickland, dated September, 1978 and having, according to said plat, the following metes and bounds, to-wit, said plat being recorded in the RMC Office for Greenville County in plat book (c) at page ::

BEGINNING at a nail and cap in or near the center of S.C. Highway #418 and running thence along said Highway, S. 80-08 E., 109.4 feet to a point; thence S. 79-33 E., 556.1 feet to a nail and cap; thence leaving said Highway and running along a branch, S. 27-44 W., 51 feet to an iron pin; thence S. 48-00 W., 201.2 feet to an iron pin; thence continuing along said branch as follows: N. 89-05 E., 230.7 feet; thence S. 53-35 E., 117.4 feet; thence S. 83-36 E., 190.6 feet; thence leaving said branch, S. 1-25 W., 137.8 feet to an iron pin; thence S. 79-26 E., 392.3 feet to an iron pin; thence S. 5-13 W., 851.5 feet to an iron pin; thence N. 82-33 W., 320 feet to an iron pin; thence N. 42-06 W., 699 feet to an iron pin; thence N. 17-16 W., 109.8 feet to an iron pin; thence N. 57-48 W., 621.9 feet to an iron pin; thence N. 6-47 E., 450 feet to a nail and cap in the center of Highway #418, the point of beginning.

Being a portion of three tracts conveyed to the Grantor as follows:

1.69 acres from J.M. and

Belle Peden Curry in Deed

Book 993, Page 167, recorded

Jan. 31, 1974; 14.31 acres

from J.M. and Belle Peden

Curry in Peed Book 899, Page

106; and 17.89 acres from

John B. Armstrong in Deed

Book 893, Page 514, recorded

July 8, 1970. (899-106 recorded

on Sent. 22. 1970).

1208 RV.2