

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.
3 55 PM '79

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS,

JOHN E. KELLEY

hereinafter referred to as Mortgagor, is well and truly indebted unto

ED WHITMIRE
E. Georgia Road
Simpsonville, S. C.

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

TWENTY-SEVEN THOUSAND FOUR HUNDRED SEVEN & ^{46/100} \$27,407.46 due and payable

in thirty-five (35) equal monthly installments of \$230.01
and a final payment representing the balance due, with the
first payment to begin March 1, 1979 and due on the same day of each

month thereafter until paid in full,
with interest thereon from date at the rate of nine per cent per annum to be paid monthly

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, situate in Fairview Township, known and designated as Lots no. 24 and 25, in accordance with plat made by Webb Surveying and Mapping Company, dated November 1, 1965, for Mary E. Leake, being part #3 of her property, and more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the southern side of a new-cut road, at the joint front corner with Lot no. 23 and running thence along said lot, S. 28-30 W., 150 feet to an iron pin; thence N. 64-47 W., 93.7 feet to an iron pin; thence N. 62-0 W., 66.3 feet to an iron pin; thence N. 28-28 E., 150 feet to an iron pin on the edge of said new-cut road; thence along said new-cut road, S. 62-0 E., 66.3 feet to an iron pin; thence S. 64-47 E., 93.7 feet to an iron pin, being the point of beginning.

This is the identical property conveyed to the mortgagor John E. Kelley and wife, Betty W. Kelley by deed of Mary E. Leake, recorded in the RMC Office for Greenville County in deed book 779 at page 578 on August 11, 1965; since that time, said Betty W. Kelley died intestate on April 1, 1974.

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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 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 and indemnify the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons claiming or lawfully claiming the same or any part thereof.

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