

GRF... FILED
OCT 31 3 19 PM '80
SOUTH CAROLINA

MORTGAGE

BOOK 1522 PAGE 972

THIS MORTGAGE is made this 30th day of October 1980, between the Mortgagor, James J. Kelly and Sandra A. Kelly (herein "Borrower"), and the Mortgagee, National Bank, a corporation organized and existing under the laws of South Carolina, whose address is SCN Building Greenville, South Carolina 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Four Thousand and No/100 (\$74,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 30, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2010.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot 103 on plat of Forrester Woods Sec. 7, recorded in the R.M.C. Office for Greenville County in Plat Book 5P on page 21 and 22 and having, according to a more recent plat of property of Furman Cooper Builders dated October 9, 1979, prepared by Freeland & Associates, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Piney Grove Road and running along the joint line of Lots 102 and 103 S. 28-33 W., 175.4 feet to an iron pin; thence turning and running along the rear line of Lot 103 N. 40-10 W., 105.0 feet to an iron pin; thence running along the joint line of Lots 103 and 105 N. 26-52 E., 160.0 feet to an iron pin; thence running with Piney Grove Road S. 49-00 E., 105.0 feet to an iron pin, the point of beginning.

This is a portion of that property conveyed to the mortgagors by deed of Furman Cooper Builders, Inc., as recorded in Deed Book 1136, at page 529 on the 31st day of October, 1980.

SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX \$ 29.60

which has the address of Rt. 10, 434 Piney Grove Road Greenville South Carolina 29607 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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