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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 2nd September, 1981,
among Lanford D. Kelly and Lynn H. Kelly (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Eighteen thousand and no/100 (\$18,000.00) (\$ 18,000.00), the final payment of which is due on October 15, 1981 for together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville County, South Carolina:

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, in Grove Township and being more particularly described as follows:

BEGINNING at the intersection of the center line of the Georgia Road and the center line of a 30' road, now paved, said 30' road being shown as "Road Reserved" on a plat prepared by John C. Smith, Surveyor, October, 1949, and recorded in the RMC Office for Greenville County, S.C., in Plat Book V at Page 192, Mortgagor's common corner with R. E. Davis and Helen B. Davis, now or formerly, and runs with the center line of the Georgia Road S. 2-00 W. 293.8 feet to an iron pin; thence N. 74-00 E. 363 feet to an iron pin, a common corner with Lot No. 2 on said plat; thence with the line of Lot No. 2 aforesaid N. 2-00 E. 219 feet to a point in the center of the said 30' road, Mortgagors' common corner with R. E. Davis and Helen E. Davis, now or formerly; thence with the center of said road and with the line of Davis, now or formerly, S. 86-00 W. 362.5 feet to the point of beginning. This being the same tract of land conveyed unto the mortgagors herein by deed of James E. and Willie Mae Hilligan, dated Jan. 13, 1975 of record in Vol. 1013, 342. Being shown on the Tax Maps for Greenville County as Sheet 612.3, Block 1, Lot 30.

This conveyance is SUBJECT to all restrictions, set back lines, roadways, easements, and right-of-ways, if any affecting the above described property.

Mortgagor Address:

Hr. and Hrs. Lanford D. Kelly
Rt. 3, Box 459-A.
Pelzer, South Carolina 29669

Mortgagees Address:

First Union Mortgage Corporation
2315 North Main Street, Regency Bldg
Suite 204, Anderson, South Carolina 29621

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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