

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

3 25 AM '81

ANNERSLEY  
M.D.

1559 PAGE 609

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MILFORD D. KELLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto ASHMORE BROTHERS, INC.  
P.O. Box 529  
GREER, SC 29651

(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 Thirty Thousand Eight Hundred Thirteen and 10/100ths----- Dollars (\$30,813.10) due and payable

as set forth by note of mortgagor of even date

per note  
with interest thereon from date at the rate of / per centum per annum, to be paid per note

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, as shown on a plat of the property of Milford D. Kelly, dated April, 1975, prepared by C.O. Riddle, RLS, being known and designated as containing 8.5 acres, more or less, and being a portion of that property shown on plat recorded in the RMC Office for Greenville County in Plat Book 5-L, page 39, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the Southeastern intersection of Old Laurens Road, S.C. Hwy. 417, and Greer Drive, S.C. Hwy. 48, and running thence along the Southwestern edge of Old Laurens Road, S. 62-28 E., 936.7 feet to a point, joint corner with property of Mauldin Auto Parts; thence turning and running S. 27-32 W., 260 feet to a point; thence turning and running S. 62-28 E., 100 feet to a point; thence S. 62-28 E., 85 feet, more or less, to a point; thence S. 52-53 E., 73.48 feet, more or less, to an iron pin, joint corner with property now or formerly of the Church of God; thence turning and running along the line with the Church of God, S. 45-08 W., 331.2 feet, more or less, to an iron pin and stone; thence turning and running N. 39-24 W., 775.1 feet, more or less, to a point; thence N. 49-53 E., 3 feet to a point; thence N. 39-24 W., 290 feet to a point; thence S. 49-53 W., 3 feet to an iron pin; thence N. 39-56 W., 182.5 feet to an iron pin; thence N. 44-48 E., 56.9 feet to an iron pin on the Northeastern edge of Greer Drive; thence along the Northeastern edge of Greer Drive, N. 53-31 E., 36.05 feet to an iron pin; thence continuing along Greer Drive, N. 85-31 E., 25.4 feet to an iron pin in the Southwestern edge of Old Laurens Road, S.C. Hwy. 417, the point of beginning.

THIS mortgage is fourth and junior in lien to that mortgage between the mortgagor to Kathleen G. Dickson, Southern Bank and Trust Company, and Sherman Construction Company, Inc., recorded in Mortgage Book 1341, page 149 (said mortgage being re-recorded in Mortgage Book 1347, page 465), Mortgage Book 1487, page 69, and Mortgage Book 1550, page 20, respectively.

THIS is a portion of the property conveyed to the Mortgagor herein by deed of Kel-Pine, Inc., as recorded in the RMC Office for Greenville County in Deed Book 1153, page 597, August 17, 1981.

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 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.

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