

DONN TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

APR 7 12 29 PM '82
WHEREAS, MILFORD D. KELLY and PEGGY W. KELLY
DONNIE S. TANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK R. PORTER and BETTY B. PORTER

102 Steeplechase
Simpsonville, S.C. 29681
(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 One Hundred Thousand and no/100ths
Dollars (\$ 100,000.00) due and payable

Due and payable in accordance with note dated September 5, 1980 in the original amount of \$120,000.00

~~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:~~

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 made by James P. Willis, dated September 6, 1913, as recorded in the RMC Office for Greenville County in Plat Book C, at page 105-A, and being designated as containing 20.7 acres, more or less, located on Old Hundred Road, being a portion of the Benson Harrison Place and being more fully described in accordance with said plat mentioned above; reference to said plat being hereby craved for a more particular metes and bounds description as appear thereon.

THIS being a portion of the property conveyed to the Mortgagors herein by deed of Walter L. Barron and Ethel M. Barron as recorded in the RMC Office for Greenville County in Deed Book 1157, at page 659, recorded on November 2, 1981.

THIS mortgage is second and junior in lien to that mortgage between the mortgagors herein named above and C & S Bank as recorded in the RMC Office for Greenville County in Mortgage Book 1565, at page 993, recorded on Mar 17, 1982.

The purpose of this mortgage is substitution of the above described property in place of a tract of land containing 32.6 acres located in Laurens County, S.C., on the original mortgage recorded in Mortgage Book 1515, page 32.

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
APR 1 1982
\$ 10.00
65 11219

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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