

FILED
GREENVILLE CO. S. C.
NOV 1 11 33 AM '83

MORTGAGE

THIS MORTGAGE is made this 25th day of October 1983, between the Mortgagor, Robert P. Kellett and Donna Sue Garrison Kellett (herein "Borrower"), and the Mortgagee HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender"). THIS MORTGAGE INCLUDES AN ADJUSTABLE RATE LOAN RIDER WHICH IS HEREBY INCORPORATED BY REFERENCE.

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five Thousand and No/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2003

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 the County of Greenville, State of South Carolina, being shown and designated as 2.27 acres, more or less, on a plat entitled, "Property of Donna Sue Garrison Kellett and Robert P. Kellett", prepared by J. L. Montgomery III, registered Land Surveyor, dated October 16, 1981, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at an iron pin at the edge of Stokes Road, said iron pin being a joint corner with the property of Talmadge Hipps and running thence along the edge of Stokes Road S. 63-32 E., 120.05 feet to an iron pin; thence leaving the edge of Stokes Road and running along the joint property line of J. W. Garrison and Madelyn H. Garrison N. 42-49 E., 310.85 feet to an iron pin; thence N. 44-02 W., 324.1 feet to an iron pin, thence S. 61-06 W., 319.5 feet to an iron pin; thence S. 65-40 E., 181.28 feet to a point; thence S. 45-27 E., 126.12 feet to an iron pin; thence S. 41-55 W., 168.83 feet to the corner of the beginning.

This being the same property conveyed to the Mortgagors by deed of J. W. Garrison and Madelyn H. Garrison, as recorded in the RMC Office for Greenville County in Deed Book 1158, page 193, recorded on November 12, 1981.

STATE OF SOUTH CAROLINA
RECORDED
STAMP \$14.00

which has the address of Rt. 4, Box 503, Stokes Road, Simpsonville, South Carolina 29681 (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 seised 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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