

REAL ESTATE MORTGAGE

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THE STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: <sup>3:04</sup> ~~John~~ Gerald B. & Teresa D. Caldwell

of the County of Greenville State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to FINANCE ONE OF SOUTH CAROLINA, INC., hereinafter called the Mortgagee, and have given their promissory Note therefore bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 3646.97 together with interest on unpaid balances, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare immediately due and payable the entire unpaid principal balance hereof and accrued interest thereon, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee up to 15% of said unpaid balance for any litigation concerning the debt, and all other amounts secured hereby.

NOW KNOW ALL MEN That the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or herein, to the Mortgagee, and also in consideration of the further sum of TEN DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real property:

All that piece, parcel of lot of land, with all improvements thereon situate lying and being on the northern side of U. S. Highway no. 276 in the county of Greenville State of South Carolina. Being a portion of That 5.46 acre tract shown on plat of property of Ernie J. Kelly and Freddie K. Gillespie dated March 12 1970 prepared by W. R. Williams Jr. RLC and being described more particularly, to wit:  
BEGINNING at a nail and cap on the northern side of U. S. Highway no. 276 in the center of a county road and running thence along the northern side of U. S. Highway no 276 S. 81-44 W. 232.2 feet to an iron pin; thence N 9-02 W. 308.8 feet to an iron pin; thence N. 35-12 W 172.8 feet to an iron pin; thence N 55-04 E 215.4 feet to a nail and cap in the center of a road leading to river falls; thence continuing along the center of said road N 51-47 E 90 feet to a nail and cap in the center of said road; thence S 5-10 W 192 feet to an iron pin; thence S 19-50 E 416 feet to a nail and cap on the northern side of U. S. Highway no 276 the point of beginning.

Derivation: DEED of Ernie J. Kelly s/k/a Ernie J. Kelly Maddox recorded March 21 1970 in Deed book 1098 at page 974 and Estate File of Fred Kelly of Record in the Greenville County Probate Court Apartment 832 File 18.

This conveyance is subject to any and all existing reservations, easements, rights of way Zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

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