BOOK 1171 PAGE 337

GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

Diane Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto

James Kelly

(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 Two Thousand and NO/100

Dollars (\$ 2,000:00) due and payable

in one installment six months from date.

with interest thereon from date at the rate of

per centum per annum, to be paid:

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 Mortgages, 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 granied, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and as-

"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

> All that piece, parcel or lot of land situate, lying and being in the County of Greenville State of South Carolina on the western side of Oak Forest Drive and being known and designated as Lot 15 of Oak Forest Subdivision, Plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "CCC", at Page 41, said lot fronting 100 feet on Oak Forest Drive, being 100 feet across the rear and running in parallel depths of 150 feet, reference being hereby made to said plat for a more complete description.

This being the same property conveyed to James B. Kelly and Dianne Kelly by deed dated January 14, 1965 and recorded in the R.M.C. Office for Greenville County in Deed Book 765, at Page 573.

This conveyance is made subject to restrictions, easements and rights of way appearing on record in the R.M.C. Office for Greenville County.

Together with all and singular rights, members, herditaments, 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 thereform, 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.

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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

> FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK _____PAGE _377

> > uly 1971 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:40 O'CLOCK A.M. NO.