

LEATHERWOOD, WALKER, TODD & MANN

BOOK 1421 PAGE 609

MORTGAGE

THIS MORTGAGE is made this 20 day of January 1978, between the Mortgagor, Charles K. Kelley and Helen W. Kelley (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

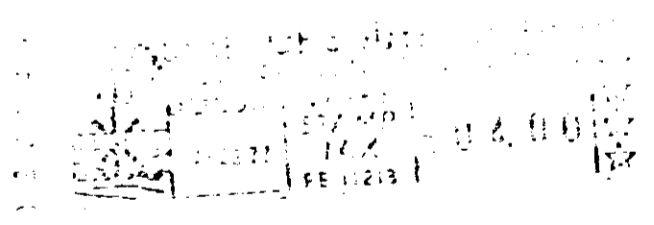
WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and 00/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1998.

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, O'Neal Township, and being shown and designated on a plat of "Property of Charles K. and Helen W. Kelly" prepared by Thurl M. Amick on August 6, 1977, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern edge of a paved County road at the joint front corners of property of J. C. and A. C. Thurston and W. C. Willis and running thence with the Willis line, S. 50-30 E. 300 feet to an iron pin; thence continuing with the Willis line, S. 64-00 E. 850 feet to an iron pin on a creek; thence following the meanders of said creek, which is the line, S. 03-44 E. 108 feet to an iron pin; thence S. 17-29 E. 51.2 feet to an iron pin; thence S. 22-43 W. 370.5 feet to an iron pin; thence with the line of Carl Styles property, N. 58-30 W. 1,243.7 feet to a Red Oak tree; thence N. 31-30 E. 369.9 feet to the point of beginning.

BEING THE same property conveyed to the Mortgagors herein by deed of Hiram Bedell Willis, Warren E. Willis, Patricia Willis, Jerry E. Willis, Susan G. Willis, Thomas D. Lindsey and Gaynell W. Lindsey, said deed being dated September 2, 1977, and recorded in the R.M.C. Office for Greenville County in Deed Book 1064 at Page 358.



Travelers Rest, South Carolina which has the address of Tigerville Road (Street) (City) (herein "Property Address"); (State and Zip Code)

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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