STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1541 PAGE 547

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, George T. Leonard and Robbie R. Leonard

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ernest B. Kellogg and Helen H. Kellogg

(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 Nine Thousand Four Hundred Eighty-Seven and 50/100----------Dollars ($9,487.50) due and payable

at Landrum, South Carolina in sixty (60) monthly installments of Two Hundred One Dollars and 61/100 ($201.61) each with the first such installment due and payable June 15, 1981.

with interest thereon from date at the rate of 10% per centum per annum, to be paid: As above stated.

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 accounts 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 tract of land, situate, lying and being in Greenville County in the Community of Gowensville, fronting on S. C. Highway No. 11 and being known and designated as Tract 1 containing 5.50 acres, more or less, of Kellogg Acres, as shown upon survey and Plat made by Joe Mitchell, RLS, dated March 23, 1981 and recorded in Plat Book 8-I at Page 096 in the R.M.C. Office for Greenville County. For a more complete and particular description reference is hereby made to the above referred to plat and record thereof.

This being the same property which was conveyed to George T. Leonard and Robbie R. Leonard by Deed recorded in the R.M.C. Office for Greenville County simultaneously herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
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Together with all and singular rights, members, heritaments, 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 encumbet 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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