county of Greenville GREEN FOLEO GREEN FOLEO

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN C. KELLY AND JO ANN C. KELLY DONNIE & TANKERSLEY

(hereinafter referred to as Mortgagor) is well and thely indebted unto CHARLES E. TODD

In accordance with the terms of the Note of even date herewith for which this Mortgage stands as security.

(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

Three Thousand and No/100------ Dollars (\$ 3,000.00) due and payable

According to the terms of Note of even date

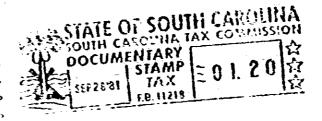
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville located on Plano Drive shown as Lot No. 6 of Mountain Shadows Subdivision on a plat recorded in Plat Book 4N at Page 7 in the RMC Office for Greenville County and according to a more recent survey prepared by Freeland and Associates, dated September 22, 1981, and entitled "Property of John C. Kelly and Jo Ann C. Kelly," having the following metes and bounds, to-wit:

BEGINNING at a point on the Northeast side of Plano Drive, the joint front corner of Lots 6 and 7 and running with the joint line of such lots N. 54-20 E. 178.7 feet; thence turning and running S. 36-08 E. 123 feet to the center of a branch; thence running with the center of that branch S. 5-59 W. 31 feet to a point; thence running S. 78-37 W. 187.8 feet to an iron pin on Plano Drive; thence running along Plano Drive N. 25-43 W. 70 feet to the point of beginning.

THIS is the same property conveyed to Mortgagors herein by deed of Charles E. Todd and Betty Anne Todd, dated September 26, 1981, and recorded simultaneously herewith.

Mortgagee. 1060 South Millued Way 5 tone mountain, GA. 30088



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 REPORT OF THE PROPERTY OF

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

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TENNEY MARKET