

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
JUL 18 12 21 PM '83

MORTGAGE OF REAL ESTATE

BOOK 1316 PAGE 476

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, I, Karl H. Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto James William Harbin and Joan Miller Harbin

(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

Thirty Four Hundred (\$3,400.00) Dollars (\$3,400.00) due and payable

to be paid at the rate of \$150.00 per month, first payment due on the 15 day of August, 1983 and payment on the 15 day of each month thereafter until paid in full. Payments first applied to interest and then to principal.

with interest thereon from date at the rate of 12 per centum per annum, to be paid: monthly

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 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:

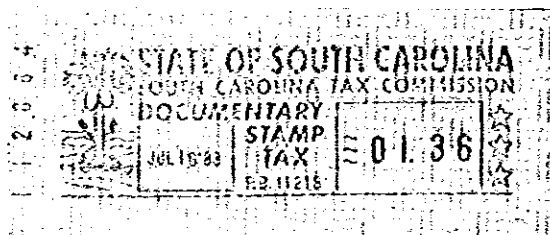
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of , located in or near the City Limits of Greer, S. C., Chick Springs Township, on the Southern side of Maple Creek, just off S. C. Highway No. 14, to rear of the present lot of the within mortgagor and being shown on plat of property made for Karl H. Kelly by Wolfe & Huskey, Inc., dated April 26, 1983 and revised as to this lot May 13, 1983 and having the following courses and distances, to wit:

Beginning at the Southwest corner of the present lot of Karl H. Kelly and running thence along the rear of his lot N. 35-14 E., 346 feet to pin on line of Launius, at Maple Creek; thence along Maple Creek S. 39-45 E., 270.16 feet to pin on line of James W. Harbin; thence with Harbin S. 35-14 W., 330.7 feet to pin; thence still with Harbin N. 42-53 W., 266.62 feet to the beginning corner and containing 2.03 acres, more or less.

Property subject to Duke Power Co. right of way for towers and sewer right of way.

This is the same conveyed to the within mortgagor by the within mortgagees by deed to be recorded herewith.

This is a purchase money mortgage.



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