MORTGAGE OF REAL ESTATE ORE WILLE CO. S. C.

REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

James R. Kelly WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Donald P. McDade

(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 Five Hundred

Dollars (\$ 2.500.00 ) due and payable

on September 5, 1971. The Mortgagor reserves the right to prepay in part or in full at any time prior to maturity without penalty.

with interest thereon from date

6 3/4 per centum per annum, to be paid: annually at the rate of

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 Greenville, on the northeastern side of Shannon Drive, being shown and designated as Lot No. 22 on plat of McSwain Gardens Subdivision recorded in the R.M.C. Office for Greenville County in Plat Book GG at Page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Shannon Drive at the joint front corner of Lots Nos. 21 and 22 and running thence with the line of said lots N. 43-40 E. 140 feet to an iron pin at the common corner of Lots Nos. 21, 22 and 29; thence with the rear line of Lot No. 22 S. 79-40 E. 119.8 feet to an iron pin; thence with the common line of Lots Nos. 22 and 23, S. 43-40 W. 205.7 feet to an iron pin on the northeastern side of Shannon Drive, thence with said Drive, N. 46-20 W. 100 feet to an iron pin at the point of beginning.

This mortgage is junior to a mortgage given by Eugene L. Loper and Martha H. Loper to The Prudential Insurance Company of America, dated December 28, 1965, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1018 at Page 205, and having a present principal balance of \$16,541.84.

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.

> FOR SATISFACTION TO THIS MORTGAGE SEE 2 PAGE 340 SATISFACTION BOOK \_\_\_

> > SATISFIED AND CANCELLED OF RECORD J DAY OF Sept. 1971 - Other January this R. M. C. FOR GREENVILLE COUNTY, S. C. ATIC: 57 O'CLOCK CLM. NO. GRAJO