GREENVILLE CO. S. C.

SEP 8 11 28 AH '72

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COUNTY OF GREENVILLE ELIZABETH RIDDLEMORTGAGE OF REAL ESTATE

R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

whereas. Paul J. Kelley and Gwen O. Kelley

(hereinafter referred to as Mortgagor) is well and truly indebted un to

James W. Skelton

(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 and No/100------ Dollars (\$ 2,000.00) due and payable

at the rate of Twenty Three and 23/100 (\$23.23) Dollars per month on the seventh day of each month hereafter with the first such payment being due on October 7, 1972. Said payments shall be applied first to interest, balance to principal

with interest thereon from date at the rate of Seven 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3,00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, 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, being known and designated as Lot No. 44 on a plat of Cedar Lane Gardens, dated August 27, 1955 and recorded in the RMC Office for Greenville County in Plat Book GG, at page 139 and having such metes and bounds as appear by reference to said plat. Said lot fronts on the northerly edge of Gardenia Drive for a total distance of 120 feet.

This is the identical property conveyed to the mortgagors by deed of Bobby E. Kennedy to be recorded of even date herewith.

This mortgage is second in lien to that held by Government National Mortgage Association recorded in Mortgage Book 1171, at page 311.

Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 fec simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbes 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 sald premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.