

Mortgagee's Address Route 3, Box 240, Newland, North Carolina

1420 425

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Milford D. Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto Gladys Stout and Fred Stout

(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-nine Thousand Nine Hundred Thirty-seven and**

50/100-----Dollars (\$39,937.50) due and payable

in two equal annual installments of Nineteen Thousand Nine Hundred Sixty-eight and

75/100 (\$19,968.75) Dollars

with interest thereon from January 5, 1978 at the rate of 7-1/2 per centum per annum, to be paid: **Annually**

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, as is more fully shown on a plat entitled "property of Milford D. Kelly", prepared by C. O. Riddle, Surveyor, dated December, 1977, and containing 125 acres and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin, being the southernmost corner of the property, at the corner of property of Leopard and Calvin and Elbert Ridgeway, and running thence with the line of property of Calvin and Elbert Ridgeway N. 59-47 W. 220.3 feet to an iron pin in the center of Richardson Road; thence continuing N. 59-47 W., passing an old iron pin at 28.9 feet and running a distance of 538.9 feet to an old iron pin at the corner of property of Greenville County; running thence with the line of Greenville County N. 4-19 W. 1,498.3 feet to a stone; running thence N. 24-02 W. 212 feet to an old iron pin; thence N. 87-13 W. 115.5 feet to an old iron pin; thence N. 14-30 W. 128.5 feet to an iron pin in a marsh; running thence N. 18-10 E. 177.5 feet to an iron pin; running thence N. 3-20 W. 133 feet to an iron pin; running thence N. 15-09 E. 238.2 feet to an iron pin on the bank of a branch which is the line; running thence with the branch as the line the traverse lines of which are N. 4-06 W. 153 feet to an iron pin; N. 37-01 E. 274.8 feet to an iron pin; N. 36-19 E. 141.7 feet to an iron pin; N. 40-04 E. 253.3 feet to an iron pin; N. 66-55 E. 153.3 feet to an iron pin; N. 21-29 E. 167.4 feet to an iron pin; N. 57-08 E. 344.6 feet to an old iron pin at the corner of property of Alemeade D. Martin; running thence with the line of said property S. 58-54 E. 1,678.4 feet to an old iron pin on the bank of a branch; running thence with the branch as the line the traverse lines of which are S. 73-36 W. 236.9 feet to an iron pin; S. 16-33 W. 452 feet to an iron pin; S. 22-30 E. 178.8 feet to an old iron pin; S. 21-10 E. 64.2 feet to an iron pin; S. 12-20 W. 203 feet to an iron pin; S. 43-30 W. 337.1 feet to an old iron pin at the corner of property of Fulton R. Tillotson; thence with the line of said property S. 59-53 E. 157 feet to an iron pin at the corner of property of Southeastern Insurance Service, Inc.; running thence with the line of said property S. 31-26 W. 1,990.5 feet to the point of beginning.

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Less, however, a tract containing 10 acres as shown on the aforesaid plat, having the metes and bounds as are shown on Exhibit "A" annexed hereto and made a part hereof by this reference.

This being the same property conveyed to the Mortgagor by deed of Gladys Stout and Fred Stout of even date to be recorded herewith.

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.

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.

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