

Mortgagor's address: 119 Byrd Boulevard, Greenville, South Carolina, 29605
MORTGAGE OF REAL ESTATE - RECORDER: Please mail to -
Donald L. Van Riper, 405 Pettigru St.
Greenville, South Carolina, 29601

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1489 PAGE 475

WHEREAS, We, DOUGLAS N. and JANET M. KELLY

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

SOUTHERN BANK & TRUST COMPANY, of Greenville, S. C.

(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

SIXTY THOUSAND & 00/100

Dollars (\$ 60,000.00) due and payable

NOVEMBER 27, 1980

with interest thereon from 11/27/79 at the rate of 15-1/2 per centum per annum, to be paid: QUARTERLY

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:

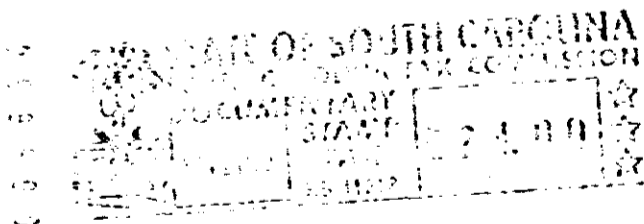
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, located in the City of Greenville and in a subdivision known as Traxler Park, on Byrd Boulevard [lots 292, 293, 231, 232, 233, 234, and eastern 65' of lot 230, on Plat in Plat book F at Pages 114 and 115], which property is further shown and designated on that certain survey prepared by Freeland & Associates, November, 1979, entitled "Property of Douglas N. Kelly", which survey is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 70, at Page 58, on November 27, 1979, reference to which is craved for a more complete description of the metes and bounds thereof;

THIS MORTGAGE IS MADE SUBJECT to all restrictions, easements and rights-of-way (if any) which appear of record;

DERIVATION: This is the same property conveyed to the Mortgagors herein by deed from Dorothy P. Peace, dated and recorded on November 27, 1979, in Deed Book 1116, at Page 424 in the R.M.C. Office for Greenville County, South Carolina;

THIS MORTGAGE IS A SECOND MORTGAGE, constituting a lien junior in priority to that certain mortgage given by the above mortgagors to Carolina National Mortgage Investment Company, as shown and recorded in Mortgage Book 1489, Page 470, in the R.M.C. Office for Greenville County, South Carolina.

(500) 206-1-28



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.