

FILED  
S.C.  
AUG 23 24 '80  
W. LESLEY

# MORTGAGE

THIS MORTGAGE is made this 1st day of August, 1980, between the Mortgagor, Aaron and Martha Kelly, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-two thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 2010.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, Grove Township, on the northern side of Holcombe Road being shown as Lot 2 on Plat of Shelley Construction & Realty Co., recorded in Plat Book 7C on Page 43 and also on a more recent plat entitled property of Aaron and Martha Kelly by Freeland and Associates dated July 17, 1980 and being recorded in Plat Book 8-A Page 67, in the R.M.C. Office for Greenville County and having the following metes and bounds to wit:

BEGINNING at an N&C in the middle of Holcombe Road and running thence N 20-43'W 364.3' to a I.O. thence N66 E 08' 219.1 to I.O. thence S 20 43E 400.0 to an N&C in the center of Holcombe Road, thence with the center of said road, S 75 27'W 220.0 to the beginning point.

This is the identical property conveyed to Aaron and Martha Kelly by deed of Shelly Realty & Const. Company, Inc., dated and recorded concurrently herewith.

which has the address of Lot 2 Holcombe Road Simpsonville, South Carolina 29681 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

0636

4328 RV.2

FILED  
AUG 23 24 '80  
W. LESLEY