

## MORTGAGE

BOOK 1553 PAGE 786

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THIS MORTGAGE is made this 26th day of September 1981, between the Mortgagor, John C. Kelly and Jo Ann C. Kelly (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

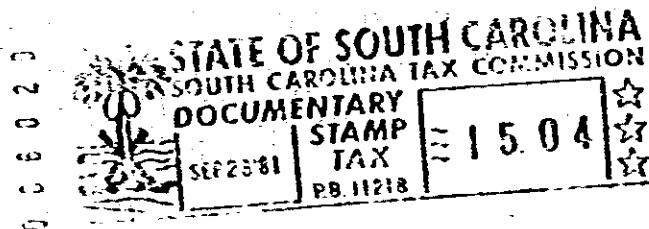
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Seven Thousand Six Hundred and No/100 (37,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 26, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2011

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 located on Plano Drive shown as Lot No. 6 of Mountain Shadows Subdivision on a plat recorded in Plat Book 4N at Page 7 in the Office of the RMC for Greenville County and according to a more recent survey prepared by Freeland and Associates, dated September 22, 1981, and entitled "Property of John C. Kelly and Jo Ann C. Kelly," having the following metes and bounds, to-wit:

BEGINNING at a point on the Northeast side of Plano Drive, the joint front corner of Lots 6 and 7 and running with the joint line of such lots N. 54-20 E. 178.7 feet; thence turning and running S. 36-08 E. 123 feet to the center of a branch; thence running with the center of that branch S. 5-59 W. 31 feet to a point; thence running S. 73-37 W. 187.8 feet to an iron pin on Plano Drive; thence running along Plano Drive N. 25-43 W. 70 feet to the point of beginning.

This is the same property conveyed to Mortgagors herein by deed of Charles E. Todd and Betty Anne Todd, dated September 26, 1981, and recorded simultaneously herewith.



which has the address of 308 Plano Drive Greenville, S.C. 29609 (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 seized 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.