

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

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

WHEREAS, JOHN C. KELLY AND JO ANN C. KELLY
DONNIE S. TANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES E. TODD
In accordance with the terms of the Note of even date herewith for which
this Mortgage stands as security.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-
corporated herein by reference, in the sum of

Three Thousand and No/100----- Dollars (\$ 3,000.00) due and payable

According to the terms of Note
of even date

with interest thereon from October 26, 1981 the rate of 13% per centum per annum, to be paid: ~~in 24 months~~
~~installments of \$142.63 and continuing in like manner as has been paid the~~
~~26th of each month with each payment balance due and payable on or before 26x88~~

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 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 RMC Office 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 follow-
ing 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. 78-37 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 simul-
taneously herewith.

Mortgagee:
1060 South Millwood Way
Stone Mountain, GA.
30086

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
SEP 26 '81 TAX F.B. 11218 = 01.20

2 SEP 28 1981 1410

4.0001

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-
taining, 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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