

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

BOOK 1094 PAGE 503

MORTGAGE OF REAL ESTATE

JUN 7 2 40 PM 1968 TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE L. BROWN

WHEREAS, I, Robert C. Shell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mattie W. Kellett or W. W. Kellett, Sr.

(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 **Twenty-Eight Thousand One Hundred Fifty-three & 13/100** Dollars (\$ 28,153.13) due and payable

as follows: \$312.55 on July 1, 1968 and \$312.55 on the first day of each month thereafter until paid in full.

with interest thereon from date at the rate of 6 per centum per annum, to be paid: monthly

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 Fairview Township, Tax District No. 70, consisting of two (2) tracts containing in the aggregate 104.90 acres, more or less, and described as follows:

1. All that piec, parcel or tract of land about two miles southwest of the Town of Fountain Inn, containing twenty-three acres, more or less, known as the Cook tract, bounded by lands formerly of Wham, now owned by Shell, Craddock lands, the tract hereinafter described and lands formerly owned by W. W. Cook. Reference to a plat of the same made by W. M. Nash, Surveyor, November 1, 1938, also reference to a deed from J. P. Kellett, Sr., to W. W. Kellett, Sr., and to a deed from the said W. W. Kellett, Sr., to the Mortgagee. Said deeds of record in the Office of the R. M. C. for Greenville County, S. C., in Deed Book 486, Page 306 and Deed Book 644, Page 393, respectively, for a better description as to lines, corners, distances, etc.
2. Also all that other piece, parcel or tract of land adjoining the above tract and containing 81.90 acres, more or less, known as the Cox Tract. Reference being made to a plat of the same prepared by W. J. Riddle, Surveyor, dated October 3, 1934, said Plat entitled "Estate of W. F. Cox." Reference also being made to a deed from V. M. Babb, Jr., Executor of the last will and testament of W. F. Cox, deceased to J. P. Kellett, Sr. & W. W. Kellett; also to a deed from J. P. Kellett, Sr., to the said W. W. Kellett and to a deed from the said W. W. Kellett, Sr., to the mortgagee. Said deeds of record in the said R. M. C. Office in Deed Book 191, Page 115, Book 486, Page 306 and Deed Book 644, Page 393, respectively.

These being the same two tracts of land this day conveyed to me by deed of the mortgagee to be recorded herewith. This is a purchase money mortgage and represents the balance of the purchase money thereof.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION: BOOK 71 PAGE 258

RECORDED AND CANCELLED OF RECORD
19 DAY OF Aug 1926
Dorrie J. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
NO 250 O'CLOCK P. M. NO. 4725