

FILED
GREENVILLE CO. S. C.

BOOK 1167 PAGE 235

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 22 2 31 PM '70

MORTGAGE OF REAL ESTATE.

OLLIE FARNSWORTH

R. M. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, MILFORD DONALD KELLY AND PEGGY JOYCE W. KELLY,

are
(hereinafter referred to as Mortgagor) well and truly indebted unto J. M. CURRY AND BELLE P. CURRY

(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 - - - FIVE THOUSAND FOUR HUNDRED TWENTY-FOUR AND NO/100 - - -

-----Dollars (\$ 5,424.00) due and payable
as follows: \$ 564.00 and the accumulated interest September 14, 1971 and \$540.00
and the accumulated interest each September 14th thereafter until paid in full
with the privilege of anticipating any or all payments at anytime.

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

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, containing 14.31 acres, more or less, excluding highway right-of-way, and having the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of State Highway No. 418, and running thence with the center of said Highway S. 80-08 E. 109.4 feet to a point in said Highway; thence continuing with the center of said Highway S. 79-33 E. 556.1 feet to a nail and cap in the center of said Highway; thence S. 27-44 W. 51 feet to an iron pin in the southern edge of said Highway near branch; thence with the branch as a line S. 48-00 W. 201.2 feet to an iron pin in or near junction with another branch; thence with the last-named branch as a line N. 89-05 E. 230.7 feet to an iron pin; thence S. 53-35 E. along said branch 117.4 feet to an iron pin in or near said branch; thence S. 83-36 E. 190.6 feet along said branch to an iron pin in or near said branch; corner with lands of Goodwin; thence along line of land formerly John B. Armstrong S. 0-23 W. 137.3 feet to an old iron pin; thence continuing along the line of land formerly John B. Armstrong S. 1-25 W. 572 feet to an iron pin, joint corner with land of the Mortgagees and on line of land formerly John B. Armstrong; thence with the joint line of the Mortgagees N. 65-56 W. 522 feet to an iron pin; thence with line of land of the Mortgagees N. 17-16 W. 109.8 feet to an iron pin; thence with the line of land of the Mortgagees N. 57-48 W. 621.9 feet to an iron pin; thence along line of land of the Mortgagees N. 6-47 E., crossing a branch, 450 feet to the center line of said Highway No. 418, and the beginning point, and bounded by lands of the Mortgagees, said Highway No. 418, lands of the Mortgagors, lands formerly of John B. Armstrong, and lands of Goodwin; and being the same property this day conveyed to the Mortgagors by deed of the Mortgagees, to be recorded herewith.

Reference is made to a plat prepared by C. O. Riddle, Surveyor, on August 25, 1970, entitled "Property of J. M. Curry near Fountain Inn, S. C."

Together with all and singular rights, members, hereditaments, 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.