g E STATE OF SOUTH CAROLINA

MORTGAGE - INDIVIDUAL FORM - DILLARD & MITCHELL, P.A., GREENVILLE, S. C.

E001 1500 FASE 557

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Charles F. Kelley and Asa Duncan Shirley, III WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

(hereinaster 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

Sixty-three Thousand ThreeHundred Forty Three & 53/100Dollars (\$ 63,343.53) due and payable as provided in the terms of the promissory note of even date, said terms are incorporated herein by reference

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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 Mortgages 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 together with all buildings and improvements thereon, situate, lying and being on the northern side of U. S. Highway No. 276, Geer Highway, near Travelers Rest, South Carolina, and having, according to plat of the lot of C. B. Goodlett, prepared by Terry T. Dill, dated May 30, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of U. S. Highway No. 276, Geer Highway, at the joint front corner of a lot now or formerly occupied by the Post Office and running thence N. 42-59 E. 196.40 feet to an iron pin; thence N. 47-01 W. 80 feet to an iron pin on the line of property now or formerly owned by Helen F. Griffin; thence N. 42-59 E. 68.3 feet to an iron pin; thence S. 48-49 E. 120.1 feet to the corner of lot now or formerly owned by W. H. Martin; thence along said lot, S. 42-59 W. 269.9 feet to a point on the northern side of the Geer Highway; thence along said Highway, N. 47-03 W. 40 feet to the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Joseph Earle Boyter recorded April 8, 1975 in Deed Book 1016 at Page 500.

At the option of the Mortgagee, the indebtedness secured hereby shall become due and payable if the Mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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 musual 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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