

FILED
GREENVILLE CO. S. C.

BOOK 1522 PAGE 39

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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4 46 PM '80
STANNERSLEY
R.M.C.

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

WHEREAS, Danny J. Kelly and Jenette L. Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company

(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 Nine Thousand Two Hundred Thirty Four and 60/100 (\$9,234.60)

Dollars (\$ 9,234.60) due and payable

In accordance with note of even date herewith.

with interest thereon from October 20, 1980 at the rate of 14.99% 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.

ALL that piece, parcel or lot of land in Dunklin Township, Greenville County, State of South Carolina, containing 1.49 acres, more or less as shown on plat prepared by W. J. Riddle, Surveyor, dated November, 1947, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of said County Road leading to Augusta Road, corner of tract hereinabove described, and running thence N. 26-30 W., 264 feet along center of said county road to a point; thence S. 64-30 E., 247.5 feet to stake; thence S. 26-30 W., 264 feet to stake, corner of Scott and in line of property hereinabove described; thence N. 64-30 W., 247.5 feet along line of property above described to center of said county road, the point of beginning.

This is the same property conveyed to the mortgagors by deed of G. Alton Finley recorded in the R.M.C. Office for Greenville County on May 20, 1980, in Deed Book 1126, Page 75.

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Dunklin Township, containing 0.202 acres, more or less, as shown on plat prepared by Charles F. Webb, Land Surveyor, dated April 4, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Lickville Road, said iron pin being located approximately 56 feet from another iron pin near the Lickville Road intersection and running thence S. 66-25 E., 254.78 feet to an iron pin; thence running N. 26-43 E., 31.0 feet to an iron pin; thence running N. 64-33 W. 247.78 feet to a nail in the center of Lickville Road; thence running S. 36-20 W., 40 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of Robert B. Finley recorded in the R.M.C. Office for Greenville County on May 20, 1980 in Deed Book 1126, Page 74.

This mortgage is junior in lien to that certain mortgage executed in favor of G. Alton Finley recorded in the R.M.C. Office for Greenville County on May 20, 1980 in Real Estate Mortgage Book 1503 at Page 440.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
\$ 03.72

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