

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

BY _____ R SLEY

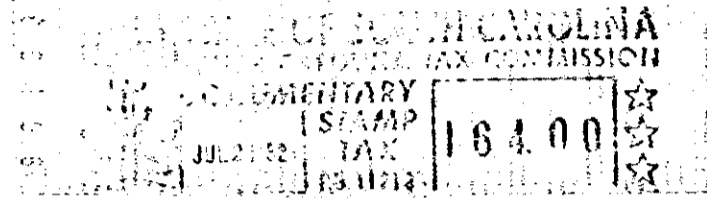
WHEREAS, MILFORD D. KELLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto LLOYD D. AUTEN

(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 Four Hundred Ten Thousand and No/100-----

Dollars (\$ 410,000.00) due and payable

ACCORDING TO THE TERMS OF THE NOTE OF EVEN DATE EXECUTED SIMULTANEOUSLY HEREWITH.



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

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, within the corporate limits of the City of Mauldin, containing 6.445 acres, and being more fully shown on a survey for Milford D. Kelly dated July 14, 1982, prepared by C. O. Riddle, RLS, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Old Laurens Road (S.C. Highway 417) at its intersection with Greer Drive (Highway S-48), and running thence with the curvature of said intersection, the chord of which is S. 85-43 W. 25.38 feet to an iron pin; thence with the Southern side of Greer Drive (Highway S-48) S. 53-30 W. 92.81 feet to an iron pin in the line of property now or formerly of James A. Griffith; and running thence with the line of said property S. 39-55 E. 191.04 feet to an iron pin; running thence N. 50-37-30 E. 3.0 feet to an iron pin at the corner of property of Lee Huskamp; running thence with the line of said property S. 39-22-30 E. 292.09 feet to an iron pin; running thence S. 50-37-30 W. 3.0 feet to an iron pin at the corner of property of Richard J. Feeny and James A. Zilligen; running thence with the line of said property S. 39-22-30 E. 671.36 feet to an iron pin in the center of a Duke Power right-of-way; running thence with the center of said right-of-way N. 6-30 E. 587.08 feet to an iron pin on the Southern side of Old Laurens Road (S.C. Highway 417); running thence with the Southern side of said road N. 62-28 W. 789.77 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Mauldin, containing 1.99 acres, and being shown on a plat entitled "Property of Milford D. Kelly" dated April, 1975, prepared by C. O. Riddle, RLS, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Old Laurens Road (S.C. Highway 417), which iron pin is located S. 62-28 E. 789.51 feet from its intersection with Greer Drive, and running thence with the center of a Duke Power Company right-of-way S. 6-30 W. 587.14 feet to an iron pin; running thence S. 39-24 E. 101.89 feet to an iron pin and stone at the corner of property of Church of God Trustees; running thence with the line of said property N. 45-08 E. 331.2 feet to a point; running thence N. 52-53 W. 73.48 feet to an iron pin; running thence N. 62-28 W. 185 feet to an iron pin; running thence N. 27-32 E. 260 feet to a point on the Southern side of Old Laurens Road (S.C. Highway 417); running thence with the Southern side of said road N. 62-28 W. 147.19 feet to the point of beginning.

This mortgage is subject to the terms and conditions of the Loan Agreement between Mortgagor and Mortgagee of even date, the same being incorporated herein by reference. This is portion of property conveyed to Mortgagor by Kathleen G. Dickson by deed recorded 6-6-75 in Deed Book 1019 at Page 495.

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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