1 52 PH 181 HANSERSLEY COUNTY OF GREENYTHER

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Milford D. Kelly and Peggy W. Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack R. Porter and Betty B. Porter

102 Steeple Chase, Simpsonville, SC 29681

(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 Forty-Three Thousand Eight Hundred and no/100ths--\_\_\_\_\_\_ Dollars (\$ 43,800.00) due and payable

as set forth by note of mortgagors dated August 17, 1981

per note

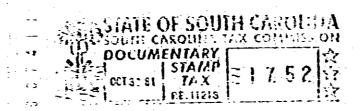
per centum per annum, to be paid

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 aforesain 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 Mortgages 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 Mortgager in hand well and truly paid by the Mortgagee at and before the seating and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bergain, sell and release unto the Mortgageo, its successors and as-

"ALL that certain piece, parcel or let of land, with all improvements thereon, or hervafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot #13, located on Kingsridge Drive, in a subdivision known as BOTANY WOODS, INC., as shown on plat of said subdivision as recorded in the RMC Office for Greenville County in Plat Book YY, page 173; reference to said plat is hereby craved for a more particular metes and bounds description as appear thereon.

THIS is the same property conveyed to the Mortgagors by deed of Walter L. Barron and Ethel M. Barron, recorded in the RMC Office for Greenville County in Deed Book 1/57, page 597, recorded on 10/30/81 at 4:5180



Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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.

- 2-1/y\* ...

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 whomspever fawfully claiming the same or any part thereof.

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