P. O. Box 367, Emmaus, Pennsylvania 18049

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

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ONLY 7 2 01 12 1870 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES J. KELLY AND SANDRA A. KELLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

## HARRIET E. DRAPER

(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 DOLLARS AND NO/100------ Dollars (\$ 5,000.00) due and payable

To be paid \$106.24 monthly at 10% (ten per centum) interest for 60 (sixty) months. Payments to be applied first to interest and then to principle. First payment due and payable December 1, 1983

with interest thereon from date at the rate of 10% 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 Mortgagoe 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

ALL that certain piece, parcel or lot of land in the County of Greenville, City of of Mauldin, South Carolina being known and designated as Lot No. 34 on a plat of Glendale recorded in Plat Book QQ at Pages 76 and 77, RMC Office for Greenville County, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Drury Lane, joint corner of Lots 34 and 114 and running with the northern side of said Drury Lane, N. 78-44 W., 120 feet to an iron pin; thence with the curvature of the northeastern intersection of Drury Lane and Bon Air Street, the chord of which is N. 33-44W., 35.3 feet to an iron pin; thence with Bon Air Street, N. 11-16 E., 127.5 feet to an iron pin; thence with the joint line of Lots 34 and 113, S. 78-44 E., 145 feet to an iron pin; thence with the joint line of Lots 34 and 114, S. 11-16 W., 152.5 feet to an iron pin, the point of BEGINNING.

THIS being the same property conveyed to Harriet E. Draper to be recorded herewith.

THIS mortgage is second and junior in lien to mortgage in favor of Heritage Federal Savings and Loan, Association in original amount of \$39,200.00 to be recorded herewith.

Mortgagors are hereby granted the right to pay any and all of this mortgage at any time without penalty.

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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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