

FEB 1 (56 PM) 1961

RECORDED
R. M. C.

State of South Carolina
Greenville &
COUNTY OF Spartanburg

1961 JAN 27 PM 3:36
SPARTANBURG CO.

To All Whom These Presents May Concern:

I, James D. Kelley hereinafter called
the Mortgagor, SEND GREETING:

WHEREAS, the said Mortgagor in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to BANK OF GREER/GREER, S. C., hereinafter called Mortgagee, in the full and just sum of

Forty Five Hundred (\$4,500.00)----- DOLLARS,

to be paid in monthly installments of \$49.96, commencing on the 4th day of Feb. 1961, and on the 4th day of each month thereafter with interest thereon from date at the rate of six per centum per annum, to be computed and paid monthly until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor agrees to pay all costs and expenses including a reasonable amount as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt. Final payment shall be due and payable on the 4th day of January, 1971.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor paid by the said Mortgagee at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee,

All that piece, parcel or lot of land in Beech Springs Township, County of Spartanburg, State of South Carolina, Henson School District, and being shown as all of Lot Number One (1), The Southern part of Lot Number Two(2), and a part of an un-opened road as shown on a plat entitled "Lake Frontage", made for W. E. Humpherys and A. N. Garner, by W. N. Wills, surveyor, dated April 25, 1957, and recorded in plat book 36 page 78, and according to a survey and drawing by H. S. Brockman, surveyor Jan. 20, 1961, and has the following metes and bounds (outside boundaries) to wit:

Beginning at concrete monument on the lake front at the Southwestern corner of Lot No. 1 and runs thence N. 28-37 E., 120 feet along the lake to a new iron pin on the line of lot No. 2; thence S. 74-43 E., 188.4 feet (new line through lot 2 to a new iron pin on the Western side of road as shown on said plat; thence S. 25-22 W., 98.5 feet along the Western side of road to an old iron pin on the Southern side of closed road; thence N. 89-43 W., 201.5 feet along the southern side of closed road to a monument on lake front; thence N. 6-17 E., 31 feet along lake front to beginning corner. This is the same property conveyed to the within mortgagor by Marion H. Hall Jr., and Lanora Sue P. Hall and by corrected deed of W. E. Humphreys and Mrs. Amanda N. Garner.

ALSO:

All that certain, parcel or lot of land in Paris Mountain Township, County of Greenville, State of South Carolina, being known and designated as lot no. ONE HUNDRED TWENTY TWO (122) on a map of Avalon Estates, recorded in Plat Book S page 89, Greenville County R. M. C. Office and being the same deeded to me by M. W. Fore by deed recorded in deed book 471 page 82, Greenville County R. M. C. Office, for a more complete description as to metes and bounds, reference is hereby made to said plat.

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PR 394 1961