

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAR 24 11 57 AM '70
OLLIE PATRICK NORTH
R.M.C.

WHEREAS, GORDON D. KELLEY,

(Hereinafter referred to as Mortgagor) is well and truly indebted unto W. T. PATRICK and WILLIAM R. TIMMONS, JR.,

(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

Thirteen Thousand Fifty & No/100----- Dollars (\$ 13,050.00) due and payable \$2,750.00 on or before December 31st, 1970, with interest on the unpaid balance with the remaining payments being \$4,365.00 on or before each 31st day of December for the next two ensuing years, and the balance of \$1,570.00 on or before the next December 31st, each payment shall also include interest on the unpaid balance.

with interest thereon from date at the rate of .8% per centum per annum, to be paid: as above.

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, City of Greenville, on DuPont Drive, being designated on the Block Book of Greenville County on Sheet 188.1, Block 1, Lot 6 and having the following metes and bounds:

BEGINNING at an iron pin 240 feet along DuPont Drive from Wade Hampton Boulevard (U. S. Highway 29) and running thence along the joint line of property now or formerly of McCurley, North 22-32 East 146 feet to a branch; thence up meanderings of a branch, the traverse of which is South 86-13 East, 104.7 feet; thence along the line of property of the City of Greenville due South 194 feet to an iron pin on DuPont Drive; thence along DuPont Drive North 67-48 West, 173.7 feet to the beginning corner.

This is a purchase money mortgage.

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

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.