

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
MAY 27 3 53 PM '70  
OLLIE FARNSWORTH  
R. M. C.

BOOK 1156 PAGE 209

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES P. KELLETT, III, JEAN W. KELLETT and RENE JOYCE KELLETT

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

CHARLES L. ALBERSON

(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 Fifteen Thousand and No/100 -----

Dollars (\$ 15,000.00 ) due and payable

on demand, with ninety (90) days' written notice being given to each party.

with interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly in advance by the Fifth (5th).

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, Fairview Township, in the Town of Fountain Inn, on the east side of Main Street and on the south side of Trade Street, formerly Depot Street, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Main Street and on the southern side of Trade Street and running thence along the southern side of Trade Street, N. 52 3/4 E. 94 feet to an iron pin; joint corner with lot now or formerly of W. W. Kellett, Sr.; thence with the line of W. W. Kellett, Sr., S. 37 1/4 E. 50 feet to an iron pin; thence still with W. W. Kellett, Sr. property, N. 52-3/4 E. 20 feet to an iron pin; thence still with W. W. Kellett, Sr., S. 37 1/4 E. 50 feet to an iron pin on the line of Mrs. E. Rouse McKnight Thomas property; thence with the line of Thomas property, S. 52 3/4 W. 114 feet to an iron pin on Main Street; thence with Main Street, N. 37 1/4 W. 100 feet to an iron pin; being the point of beginning.

This being the same property as conveyed to J. P. Kellett, Jr. by deed recorded in Deed Book 681, Page 251, and by Will to the present Mortgagors recorded in the Probate Court for Greenville County in Apartment 1016, Package 7.

Together with all and singular rights, members, herditaments, 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.