

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE } ALL WHOM THESE PRESENTS MAY CONCERN:

G. Maurice Ashmore
MAY 17 12 29 PM '72
OLLIE FARNSWORTH
R.M.C.

WHEREAS, we, Milford Donald Kelly and Peggy Joyce W. Kelly, jointly and severally, (hereinafter referred to as Mortgagor) is well and truly indebted unto Minnie Bell Fowler, Individually and as Executrix of the Estate of Dee Fowler, and Agnes Ivester,

(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 -----
Thirty-three Thousand Eight Hundred and No/100-----Dollars (\$ 33,800.00) due and payable as follows: \$4,000.00 on or before February 16, 1972, together with accrued interest on said \$4,000.00 at the rate of 6% per annum. The remaining balance of \$29,800.00 shall bear interest from date, until paid in full, at the rate of 6% per annum. Said remaining balance shall be paid at the rate of \$2500.00 per year, in accordance with the further terms of said note.

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, just outside the Town Limits of Simpsonville, on the southwestern side of the West Georgia Road, containing 12.94 acres, more or less, said property being shown by a plat entitled "Property of Dee Fowler," prepared by C. O. Riddle, Reg. L.S., dated April 4, 1969, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 4G, at Page 141, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of a creek which point is 28.8 feet south of an iron pin, and running with the creek which is the line, N 48-32 W, 907.5 ft. to a point; thence continuing with the creek N 42-27 W, 167.9 ft. to a point; thence continuing with the creek N 13-17 W, 94.8 ft. to a point which is S 66-58 W, 19.2 ft. from an iron pin; thence continuing with said point in the approximate center of said creek and running thence N 66-58 E, 327.1 ft. to an iron pin on the southern side of W. Georgia Road; thence N 89-01 E, 83.8 ft. to an iron pin; thence S 0-59 E, 4.5 ft. to an iron pin; thence N 89-01 E, 214.7 ft. to an iron pin; thence S 89-46 E, 197.4 ft. to an iron pin; thence S 51-23 E, 160.9 ft. to an iron pin; thence S 37-26 E, 90.7 ft. to an iron pin; thence S 47-53 E, 94 ft. to an iron pin; thence S 18-10 W, 746.9 ft. to a point in the center of a creek, the point of beginning.

This mortgage is executed as partial payment for property described above which is, this date, being conveyed to the Mortgagors by the Mortgagees by deed yet to be recorded, and 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 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 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.