

MORTGAGE OF REAL ESTATE

WHEREAS THESE PRESENTS MAY CONCERN:

PROPERTY OF PROPERTY UNLIMITED, INC.

MR. DONALD KELLY and PEGGY JOYCE W. KELLY,

WHEREAS the Mortgagee is advised by the Mortgagor's promissory note of even date herewith, the terms of which are

Forty-Five Thousand and no/100 Dollars (\$45,000.00) due and payable in three (3) equal annual installments of Fifteen Thousand and no/100 (\$15,000.00) Dollars each, the first such installment to be due and payable on January 15, 1973 and thereafter on January 15 of 1974 and 1975 with interest on the outstanding principal balance in addition to and at the times of payments toward principal at 7 1/2 per annum. This obligation may be prepaid at any time before maturity without penalty. With interest thereon from date at the rate of Seven per centum per annum, to be paid: as stated 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

ALL that certain piece, parcel or tract of land, situate, lying and being in Greenville County, State of South Carolina, at or near the intersection of U. S. Highway No. 276 and West Georgia Road, and being shown and identified according to a plat entitled, PROPERTY OF PROPERTIES UNLIMITED, INC., dated May 25, 1972, and prepared by Campbell and Clarkson, Inc., and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-T at Page 10, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeast corner thereof fronting on the Frontage Road and exit ramp from 276 to West Georgia Road and running thence S. 18-10 W. 718.1 feet to an iron pin; thence with the meanders of the creek, which is the line, the following courses and distances: N. 44-27 W. 239.2 feet; N. 52-57 W. 433 feet; thence N. 42-36 W. 100 feet; thence N. 55-32 W. 100 feet; N. 35-13 W. 200.5 feet; thence N. 20-52 W. 76.7 feet to an iron pin; thence N. 66-58 E. 307.9 feet to an iron pin on West Georgia Road; thence N. 89-00 E. 83.8 feet to an iron pin; N. 89-00 E. 137.4 feet, to a point; thence in a southerly direction in a line perpendicular to the aforesaid line, a distance of 200 feet; thence N. 89-00 E. 100 feet, more or less, to a point; thence in a northerly direction in a line perpendicular to the previous line, 200 feet, more or less, to a point on West Georgia Road; thence S. 89-46 E. 175 feet to an iron pin; thence S. 37-30 E. 90.7 feet to an iron pin; thence S. 47-53 E. 94 feet to an iron pin, the point of beginning.

It is understood and agreed by and between the parties hereto that an additional portion of the property covered by this mortgage, which is described according to a plat identified as TRACT B on EXHIBIT A, attached to an instrument entitled "Exercise of Option, shall be released by the mortgagees upon the terms and conditions set forth therein.

This mortgage may be assumed by a party or parties upon terms and conditions set forth in the instrument entitled "Exercise of Option", previously identified.

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.

For Release file on next file per E & H Book 1245 page 163