

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

AUG 29 11 42 AM '72  
ELIZABETH RIDDLE  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES B. KELLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAPITAL BANK AND TRUST

(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 Five Thousand Seventy-three and 60/100-----

Dollars (\$5,073.60) and payable  
in 60 monthly installments in the sum of \$84.56 each commencing on July 28, 1972,  
and on the 28th day of each month thereafter in the sum of \$84.56, all monthly  
installments to include both principal and interest,

maturity  
with interest thereon from ~~date~~ at the rate of 8 per centum per annum, to be paid: monthly.

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 piece, parcel or lot of land together with buildings and improvements thereon, situate, lying and being in Oaklawn Township, County of Greenville, State of South Carolina, designated as 1.61 acres, more or less, on a plat made by Hugh J. Martin, S. C. Reg. L. S. 2320, dated May 4, 1965, entitled "Plat showing lots of land for James B. Kelley, Wilton H. Kelley, Leonard S. Kelley", said plat being duly of record in the Office of the RMC for the County of Greenville, South Carolina, in Plat Book LLL, page 63, and having such shape, metes, courses and distances as will more fully appear by reference unto said plat as follows:

BEGINNING at a point on a proposed road and running thence N. 18-30 E., 163 feet to an iron pin; thence N. 64-00 E., 353 feet to an iron pin; thence S. 75-30 E., 60.7 feet to an iron pin; thence S. 34-00 W., 397.5 feet to an iron pin on proposed road; thence N. 79-55 W., 210 feet to the beginning point, bounded by property of Roy Kelly, Estate of Emory Epps, Wilton H. Kelley and the proposed road.

The above described property is also shown as a portion of the Tract No. 2 containing 86 acres of the Estate of Robert S. Kelley as shown on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book V, page 191.

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.