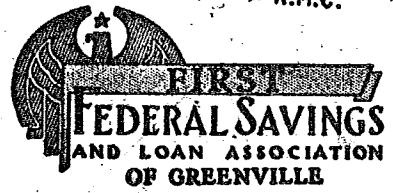


REGULATION NO. 22  
COMPLIED WITH

GREENVILLE, CO. S. C.  
JUN 28 10 18 AM '73  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1283 PAGE 25



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Milford Donald Kelly and Peggy Joyce W. Kelly

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

THIRTY FIVE THOUSAND AND 00/100 (\$ 35,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Two Hundred Fifty Six and 82/100 (\$ 256.82) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Fairview Township, containing 17.89 acres, more or less, according to a plat prepared by C.O. Riddle, Surveyor, dated May 29, 1970, entitled "Property of John B. Armstrong, near Fountain Inn, S.C." and having the following metes and bounds, according to said plat, to-wit: BEGINNING at an iron pin, said pin measuring a distance of 303.1 feet S 1-25 W from the Southern edge of State Highway 418, on line of J.M. Curry and being the back joint corner with other lands of the Grantees, and running thence with the back joint line of other lands of the Grantees S. 79-26 E. 556.6 feet to an iron pin, corner with Lot No. 2; thence with the back line of said Lot No. 2, S. 79-35 E. 210 feet to an iron pin; back joint corner of Lots Nos. 1, 2 & 4; thence with the joint line of said Lot No. 4, S. 6-30 W. 300 feet to an iron pin, back corner of said Lot No. 4; thence with the back line of Lot No. 4, S. 84-31 E. 300 feet to an iron pin on line of other land of the Grantor; thence with joint line of other land of the Grantor S. 6-30 W. 542 feet to an iron pin, back joint corner with other lands of the Grantor on line of Gault; thence with the joint line of Gault N. 82-33 W. 986.3 feet to an iron pin, joint corner with lands of Gault on line of land of the said J.M. Curry; thence with the joint line of the said J.M. Curry, N. 1-25 E. 878.7 feet to an iron pin, the BEGINNING point.

ALSO: ALL that piece, parcel or tract of land, being situate in the County and State aforesaid, Fairview Township, containing 2.5 acres, more or less, according to plat prepared by C.O. Riddle, Surveyor, dated June 21, 1972, entitled property of Milford D. Kelly, near Fountain Inn, S.C., and having the following metes and bounds, according to said plat, to-wit: BEGINNING at a point in the center line of Old Highway 418 and thence running 338 feet N. 82-33 W. to an iron pin, the joint corner with other property owned by the Grantees, and running thence N. 6-30 E. 317.9 feet to an iron pin; thence S. 67-43 E. 502.2 feet to a point in the center line of Old Highway 418; thence with the center line of said Highway, S. 44-21 W. 236.8 feet along said center line to a point in the center line of Old Highway 418, the point of BEGINNING.

ALSO: 2.05 acres, more or less of a tract of land lying and being situate in the County and State aforesaid, containing 14.31 acres being described in Deed from John B. Armstrong to Milford Donald Kelly and Peggy Joyce W. Kelly, said deed being recorded in Volume 893, at page 514, in the Office of the R.M.C. for Greenville County, S.C., and being more particularly described as follows: A triangular piece of property, commencing at the southeastern portion of the above described property, and continuing N. 65-56 W. 440 feet to an iron pin; thence N. 57-44 E. 487.9 feet to an iron pin; thence S. 1-25 W. 440 feet to an iron pin, the point of BEGINNING.