

GREENVILLE CO. S. C.

Aug 7 9 26 AM '73

BOOK 1287 PAGE 183

SOUTH CAROLINA, Greenville, R.M.C. COUNTY.

In consideration of advances made and which may be made by Blue Ridge
 Production Credit Association, Lender, to Ralph D. Kelly and Janice G. Kelly Borrower,
 (whether one or more), aggregating TWO THOUSAND ONE HUNDRED EIGHTY ONE AND 22/100 Dollars
 (\$ 2,181.22), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section
 43-35, Code of Laws of South Carolina, 1962, (1) all existing indebtedness of Borrower to Lender (including but not limited to the above described advances),
 evidenced by promissory notes, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be
 evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender, now due or to become due or
 hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any one time not to
 exceed Eight Thousand Dollars (\$ 8,000.00), plus interest thereon, attorney's fees and court costs, with interest
 as provided in said note(s), and costs including a reasonable attorney's fee of not less than ten (10%) per centum of the total amount due thereon and charges
 as provided in said note(s) and herein. Undergoed has granted, bargained, sold, conveyed and mortgaged, and by these presents does hereby, grant, bargain,
 sell, convey and mortgage, in fee simple unto Lender, its successors and assigns:
 All that tract of land located in Fairview Township, Greenville
 County, South Carolina, containing 45 acres, more or less, known as the Kelly Place, and bounded as follows

All that certain piece, parcel or lot of land situate, lying and being in Fairview
 Township, County of Greenville, State of South Carolina, containing 45 acres, more
 or less, as shown fully on a plat thereof prepared by W.J. Riddle, R.L.S., dated
 December 1, 1960, said plat being recorded in the R.M.C. Office for Greenville
 County in Plat Book "UU" at page 150, and having the courses and distances shown on
 said plat.

This is the same property conveyed to Ralph D. Kelly by David D. Stewart on December
 21, 1960, and said property being bounded by lands now or formerly of J.T.S. Peden
 on the north, Rabun Creek on the east, James Neves on the south and the Greenville
 Road on the west.

It is agreed and understood that this mortgage is second to a mortgage held by the
 Federal Land Bank of Columbia, dated 5-15-64, and recorded in R.M. Book 959 at page
 449 in the office of R.M.C. for Greenville County, Greenville, S.C.



A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute
 a default under any one or more, or all instruments executed by Borrower to Lender.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining
 TO HAVE AND TO HOLD all and singular the said lands and premises unto Lender, its successors and assigns with all the rights, privileges, members and
 appurtenances thereto belonging or in any wise appertaining.

UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto
 Lender, its successors and assigns, from and against Undersigned, his heirs, executors, administrators and assigns and all other persons whatsoever lawfully claim-
 ing or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and
 other sums secured by this or any other instrument executed by Borrower as security to the aforesaid indebtedness and shall perform all of the terms, covenants,
 conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said mortgages,
 all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if set forth in extenso
 herein, then this instrument shall cease, terminate and be null and void, otherwise it shall remain in full force and effect.

It is understood and agreed that all advances heretofore, now and hereafter made by Lender to Borrower, and all indebtedness now and hereafter owed by
 Borrower to Lender, and any other present or future indebtedness or liability of Borrower to Lender, whether as principal debtor, surety, guarantor, endorser or
 otherwise, will be secured by this instrument and it is intended of record. It is further understood and agreed that Lender, at the written request of Borrower,
 will satisfy this mortgage whenever: (1) Borrower owes no indebtedness to Lender, (2) Borrower has no liability to Lender, and (3) Lender has not agreed to
 make any further advance or advances to Borrower.

This agreement shall inure to the benefit of Lender, its successors and assigns, and any successor or assign of Lender may make advances hereunder, and
 all such advances and all other indebtedness of Borrower to such successor or assign shall be secured hereby. The word "Lender" shall be construed to include
 the Lender herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 1st day of August 19 73

Signed, Sealed and Delivered
 in the presence of
Robert W. Blackwell (Robert W. Blackwell)
Ralph D. Kelly (Ralph D. Kelly)
Janice G. Kelly (Janice G. Kelly)

S. C. R. E. 4328 (M. 3) Form FCA 6-73