

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE -
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE (DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE
R.M.C.)

BOOK 1317 PAGE 653

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES R. KELLY AND WILMA SMITH KELLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto IDA COOK SMITH BY HER LAWFUL ATTORNEY,
MARTHA SMITH EVATT

(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 and No/100-----

-----Dollars (\$ 5,000.00) due and payable

one (1) year from date hereof

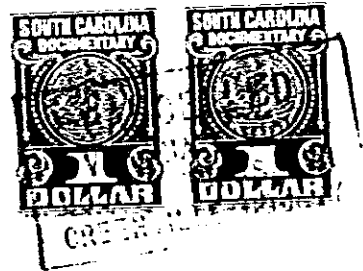
with interest thereon from date at the rate of Five (5%) per centum per annum, to be paid: annually

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 grant-
ed, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and as-
signs:

"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, on the West side of Fourth Avenue, in
Section No. 2 of Judson Mills Village, being known and designated as Lot No. 41
as shown on a plat of Section 2 of Judson Mills Village, made by Dalton & Neves,
Engineers, in November, 1939, which plat is recorded in the RMC Office for
Greenville County in Plat Book K, at Page 25, and having, according to said plat,
the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Fourth Avenue, joint corner of Lots
Nos. 40 and 41, said pin being 80 feet South from the Southwest corner of the
intersection of Fourth Avenue and Sixth Street and running thence with the line
of Lot No. 40, N. 83-53 W. 124 feet to an iron pin; thence with the rear line
of Lot No. 44, S. 6-07 W. 80 feet to an iron pin; thence S. 83-53 E. 124 feet
to an iron pin on the West side of Fourth Avenue; thence with the West side of
Fourth Avenue, N. 6-07 E. 80 feet to the beginning point.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or ap-
pertaining, 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.

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