

FILED
GREENVILLE CO. S. C.

BOOK 1349 PAGE 837

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

SEP 23 1 29 PM '75
DORRIS S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joseph L. Kelley and Naomi Kelley

(hereinafter referred to as Mortgagor) is well and truly indebted unto

C. W. Brickle

(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

One Hundred Dollars ----- Dollars (\$ 100.00) due and payable

with interest thereon from Sept 26, 1975 at the rate of None per centum per annum, to be paid:

September 26, 1976

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 Greenville, on the west side of Earle Drive, and being known and designated as Lot 1 on a plat entitled "Property From H. S. Page" by Piedmont Engineering Services Dated September 29, 1953, and recorded in the R.H.C. Office for Greenville County in Plat Book DD at page 164, and having, according to said plat, the following notes and bounds, to-wit:

Beginning at a point on or near the center of Earle Drive at the joint front corner of Lot 2 and 2, and running thence along or near the center of Earle Drive, S 20-50 W. 315 feet; thence leaving said Earle Drive and running N 28-38 W. 260 feet to an iron pin; thence N. 20-44 E., 174.4 feet to an iron pin; thence continuing with the line of Lot 2, S. 61-00 E., 25.2 feet to the point of beginning.

This conveyance is subject to all restrictions, zoning ordinances, setback line, roads or passageways, easement and rights of way, if any, affecting the above described property. Grantees agree to pay 1972 property taxes.

The property conveyed hereby is a portion of property conveyed to the grantor by deed recorded in Deed Book 932 at page 604.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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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