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State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, Russell L. Kelly and Francine J. Kelly

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

Thirty-two Thousand Two Hundred and No/100----- (\$ 32, 200.00 ...)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain 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...

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

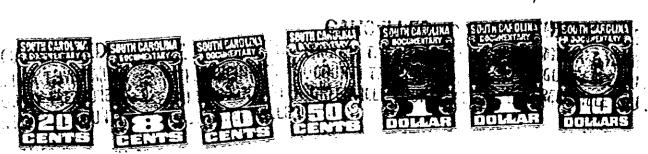
WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

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 (53.00) 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, Chick Springs Township, being known and designated as Lot No. 126 and the western portion of Lot 127 of a subdivision known as ORCHARD ACRES, SECTION II, as shown on a plat of a portion of said subdivision prepared by J. Mac Richardson, Surveyor, March, 1960, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book QQ, at page 6, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Ridge Spring Street, joint front corners of Lots Nos. 125 and 126, and running thence along the joint line of said lots, N. 4-24 W. 175 feet to an iron pin, the joint rear corner of Lots Nos. 142 and 143; thence along the rear line of Lot No. 142, N. 85-36 E. 140 feet to a point in the rear line of Lot No. 127; thence S. 2-07 W. 176. I feet along a new line through Lot No. 127 to an iron pin on the northern side of Ridge Springs Street; thence along the northern edge of Ridge Springs Street S. 85-36 W. 120 feet to the beginning corner.

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