

JUN 2 4 35 PM '76

BOOK 1339 PAGE 168

DONNIE S. TANKERSLEY
R.H.S.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, Ronald Carl Ayers, Jr.

hereinafter referred to as Mortgagor) is well and truly indebted unto Milford Donald Kelly and Peggy Joyce W. Kelly

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

Twenty Five Thousand and No/100 ----- Dollars (\$ 25,000.00) due and payable

with interest thereon from _____ date _____ at the rate of 8% per centum per annum, to be paid according to terms of said note

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 _____

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, containing 4.50 acres, as is shown on a plat entitled "Property of Milford D. Kelly" prepared May 13, 1976, by C. O. Riddle, Surveyor, and recorded in the RMC Office for Greenville County in Plat Book 5-S at page 88 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northeastern side of the right-of-way of U. S. Highway 276 at the corner of property of Cryovac and running thence along the line of said property, N. 74-30 E. 6.4 feet to a point in the center of a branch; thence continuing along the same line, N. 74-30 E. 618.7 feet to an old concrete monument; running thence S. 10-21 E. 455.5 feet to an old iron pin on the bank of a branch which is the property line; thence with the traverse line of said branch, S. 50-22 W. 68.6 feet to a point in the center of said branch at the corner of a tract containing 2.09 acres; and running thence along the line of said tract, N. 36-20 W. 217.6 feet to an iron pin; running thence S. 53-40 W. 335 feet to an iron pin on the northeastern side of the right-of-way of U. S. Highway 276; running thence with the right-of-way of said U. S. Highway 276 the following courses and distances: N. 36-20 W. 84.3 feet to an old iron pin; N. 53-40 E. 25 feet to an old iron pin and N. 36-20 W. 332 feet to the point of beginning; being the same property conveyed to the Mortgagor by the Mortgagees by deed dated May 28, 1976 and to be recorded forthwith.

FOR VALUE RECEIVED, Milford Donald Kelly and Peggy Joyce W. Kelly do hereby assign the aforesaid note and within mortgage to First Piedmont Bank and Trust Company, this 28th day of May, 1976.

IN WITNESS OF:

[Signatures of witnesses]

PAID RECORDING FEE \$510.00

[Signature of Milford Donald Kelly]
Milford Donald Kelly

[Signature of Peggy Joyce W. Kelly]
Peggy Joyce W. Kelly



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.

8
6
0
4328 RV.2