

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Milford D. Kelly,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

Forty Thousand and No/100-----Dollars (\$ 40,000.00) due and payable

according to note of even date

with interest thereon from at the rate of 9 % per centum per annum, to be paid:

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, as shown on a plat of the property of Milford D. Kelly, dated April, 1975, prepared by C. O. Riddle, Reg. L. S. No. 1347, and recorded in the records of the R. M. C. Office for Greenville County, S. C., in Plat Book 5-L, at Page 39, and according to said plat, having the following metes and bounds, to-wit:

"BEGINNING at a point in the center line of S. C. Highway 417 (Old Laurens Road), at a point approximately 1,300 feet from the intersection of S. C. Highway 417 and S. C. Highway 48; thence S. 27-31 W. 37.5 feet, more or less, to an iron pin at the edge of said road; thence continuing S. 27-31 W. 138 feet to an iron pin; thence S. 45-08 W. 472 feet to an iron pin; thence N. 39-24 W. 1,065.1 feet to an iron pin; thence N. 39-56 W. 182.5 feet to an iron pin; thence N. 44-48 E. 56.9 feet to an iron pin; thence continuing in a straight line N. 44-48 E. to the center line of S. C. Highway 417 and the intersection of S. C. Highway 48; thence S. 62 E. approximately 1,300 feet along the center line of S. C. Highway 417 (Old Laurens Road) to the point of beginning."

LESS, HOWEVER, All those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Milford D. Kelly" prepared by C. O. Riddle, Surveyor dated June 30, 1976, and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the southwestern side of Laurens Road, S. C. 417, at the corner of property of Church of God and running thence with the southwestern side of said road, N. 62-28 W. 300 feet to an iron pin; running thence S. 27-32 W. 200 feet to an iron pin; running thence S. 62-28 E. 200 feet to an iron pin; running thence S. 51-13 E. 77.08 feet to an iron pin in the line of property of Church of God; running thence with the line of said property, N. 45-08 E. 80.8 feet to an iron pin; running thence N. 27-31 E. 238 feet to the point of beginning.

LESS, HOWEVER, All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Mauldin Auto Parts" dated June 30, 1976 and revised December 31, 1976, prepared by C. O. Riddle, RLS, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin at the southwest corner of other property of Mauldin Auto Parts Co., Inc., located 200 feet from Laurens Road and (continued on additional page)

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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