

MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE 01.9
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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, KELLEY, INC.

hereinafter referred to as Mortgagor as well and truly indebted unto Vance B. Drawdy, as Trustee under Trust Agreement entered into by and between Vance B. Drawdy and I. L. Donkle Co., Inc., et al, dated August 28, 1972 (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Forty seven thousand and 00/100-----Dollars \$ 47,000.00 due and payable \$7,000.00 plus interest in the amount of \$313.33 on January 3, 1978 and the balance of \$40,000.00 to be paid in 96 consecutive monthly installments of \$565.48 beginning February 1, 1978; said installments to be applied first to the payment of interest and the balance to principal. with interest thereon from date at the rate of eight (8) per centum per annum, to be paid: monthly

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, the Mortgagee's heirs, 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, in a subdivision known as WOODMONT ESTATES, being shown and designated as Lots Nos. 16, 17, 18, 19, 20 and 21 of Section Two of Woodmont Estates according to a plat thereof made by C. O. Riddle, RLS and recorded in the Greenville County RMC Office in plat book 5P at page 43, reference to said plat being herewith craved for a more particular description of said lots.

ALSO:

All that certain piece, parcel and tract of land shown as "Future Development" on revised Section Two plat of Woodmont Estates referred to hereinabove and recorded in the Greenville County RMC Office in Plat Book 5P at page 43, and having, according to said plat, the following courses and distances:

Beginning at an iron pin at the rear corner of Lot No. 11 as shown on said plat on line of division between Section One and Section Two of said subdivision and running thence N. 75-06 E. 412 feet to an iron pin; thence N. 76-05 E. 103 feet to an iron pin on proposed street and running thence with said proposed street, N. 14-52 W. 450 feet to an iron pin on the right of way of West Georgia Road; thence with the right of way of West Georgia Road, N. 77-21 E. 75 feet to an iron pin, front corner of Lot No. 17; thence S. 31-14 W. 34.7 feet to an iron pin; thence S. 14-52 E. 275.2 feet to an iron pin, rear corner of Lot No. 17; and running thence along the rear lines of Lots 17, 18, 19, 20 and 21, the following courses and distances: N. 77-21 E., 489.2 feet; N. 79-18 E. 399.5 feet; and S. 73-08 E. 200 feet to an iron pin; thence N. 16-52 E. 100 feet; thence N. 14-09 E. 50.8 feet to an iron pin; thence N. 8-43 E. 50.8 feet; thence N. 6-00 E. 142.6 feet to an iron pin; thence N. 39-00 W. 35.4 feet to a point on West Georgia Road at the joint corner of Lot 21 with a 100 foot proposed street; thence along West Georgia Road S. 84-00 E. 100 feet to an iron pin, corner with Lot No. 22; thence S. 51-00 W. 35.4 feet; thence S. 6-00 W. 142.6 feet to an iron pin; thence S. 8-43 W. 55.6 feet to an iron pin; thence S. 14-09 W. 55.6 feet to an iron pin at the rear corner of Lot No. 22; thence with the rear lines of Lots 22 and 23, S. 73-12 E. 520 feet to an iron pin in the line of property now or formerly of Garrison and Howard and running thence with the said Garrison and Howard line S. 16-49 W. 694.5 feet to an iron pin, corner with property now or formerly of William T. Martin Estate; thence with the said Martin Estate property line, N. 60-11 W. 499.6 feet and S. 35-09 W. 635.3 feet to a point on the rear line of Lot No. 16 and running thence with the rear line of Lots 15 and 16, N. 54-51 W. 269.4 feet to an iron pin; thence S. 53-54 W. 139.5 feet to an iron pin, rear corner of Lot No. 14; thence with the rear line of Lots 13 and 14, N. 71-20 W. 387 feet to a point on the rear line of Lot No. 12; thence with the rear line of Lot No. 12 N. 53-02 W. 309 feet to an iron pin on the rear of Lot No. 11; thence with the rear line of Lot No. 11, N. 42-55 W. 289.8 feet to the point and place of beginning.

For derivation of title see deed from Vance B. Drawdy as Trustee, etc. of even date to be recorded simultaneously with this mortgage. The mortgagee agrees to release from the lien of this mortgage, at the request of the mortgagor, acreage on Georgia Road or Snow Road upon payment of \$2,000.00 per acre on the principal of the mortgage, and interior acreage and lots 24 thru 35 and proposed roads upon payment of \$1,600.00 per acre on the principal of the mortgage.

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.

MORTGAGEE'S ADDRESS: PO Box 10167, Greenville, S. C. 29607
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