MORTGAGE OF REAL ESTATE -

39011434 HSE 375

Mortgagee's mailing address: 300 N. Weston Street, Fountain Inn., S. C. 29644 STATE OF SOUTH CAROLINA FILED CO.S.C. MORTGAGE OF REAL ESTATE COUNTY OF GREENVILGEE AVILLE CO.S.C. MORTGAGE OF REAL ESTATE

6 2 38 PH To ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS, Milford D. Kelly

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

The Palmetto Bank

(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 Eighty-five Thousand and 00/100-----

Dollars (\$ 85,000.00 ) due and payable

According to the terms of a Note of even date

with interest thereon from

at the rate of

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 5 on a plat entitled "Property of Lee Huskamp", prepared by Alex A. Moss, Registered Surveyor, dated March 19, 1973 and recorded in the RMC Office for Greenville County in Plat Book 4-Y at page 114 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Greer Drive at the intersection of an un-named street and running thence with the southeastern side of Greer Drive S. 53-42 W. 165 feet to an iron pin at the corner of property of Rice-Cleveland Company; thence with the joint line of said lots S. 40-26 E. 401.1 feet to an iron pin on an un-named street; thence along the northwestern side of said un-named street N. 53-42 E. 165 feet to an iron pin; thence with the southwestern side of an un-named street N. 40-26 W. 401.1 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Lee O. Huskamp and Julia Dyar Huskamp, of even date, to be recorded herewith.

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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 such 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 heireinabove described ir ree 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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