

FILED
GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 9th day of March,
19 79, between the Mortgagor, CHARLES KELLY

(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY NINE THOUSAND, NINE HUNDRED & No/100 (\$39,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 9, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

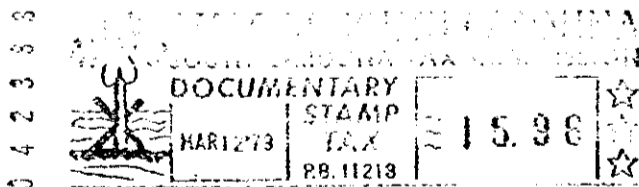
ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Lee East Court, and being shown and designated as Lot No. 7 on plat of "LEE EAST", dated April 28, 1978, by Piedmont Surveyors, recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 40, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western edge of Lee East Court, at the joint front corner with Lot No. 6, and running thence with the joint line with said lot, N. 88-35 W. 142.5 feet to a point at the joint common line with Brookglenn Gardens; thence with said Brookglenn Gardens line, N. 2-02 E. 57.68 feet to an iron pin; thence N. 2-00 E. 47 feet to an iron pin at the joint rear corner with Lot No. 8; thence with the joint line with Lot 8, S. 66-00 E. 128.28 feet to the cul-de-sac of Lee East Court; thence with said cul-de-sac, as follows: S. 11-15 E. 30 feet to an iron pin; S. 39-09 E. 25.2 feet to an iron pin; S. 1-28 W. 7 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Jerry L. Wilhite, dated March 9, 1979, to be recorded simultaneously herewith.

The mortgagee's address is: 301 College Street, Greenville, South Carolina.

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which has the address of Lot No. 7, Lee East Court Taylors,
(Street) (City)
South Carolina 29687 (herein "Property Address");
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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