

DONNIE S. YANKERSLEY
R.M.C.
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First Federal Savings & Loan Asso.
301 College Street
P. O. Box 408
Greenville, SC 29602

MORTGAGE

THIS MORTGAGE is made this 24th day of May, 1979, between the Mortgagor, Michael J. D. Kelly and Linda G. 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").

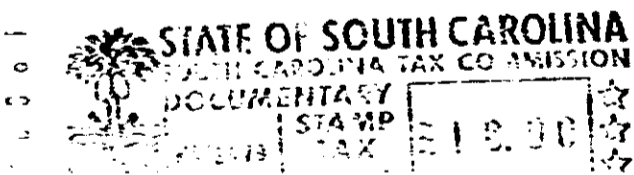
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty thousand and no/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 5/24/79, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 6/1/2004.....;

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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northerly side of Biscayne Drive near the City of Greenville, SC and being designated as the greater portion of Lot No 8 on the plat entitled "Timberlake, Section II" as recorded in the RMC Office for Greenville County SC in Plat Book BB, page 184, and having according to said plat the metes and bounds as shown below. This property also shown on plat for Michael Joseph David Kelly and Linda G. Kelly dated May 1, 1979 by Carolina Surveying Co., to be recorded.

Beginning at a point on the northerly side of Biscayne Drive, which point is located 10 feet in a westerly direction from the joint front, corner of Lots 8 and 9 and running thence on a new line through Lot No. 8 N 19-02 W 176.5 feet to an iron pin; joint rear corner of Lots 8 and 9; thence S 63-10 W 125 feet to an iron pin on the easterly side of Timberlake Drive; thence along said drive S 7-40 W 30 feet to an iron pin; thence continuing along said drive S 26-20 E 55.9 feet to an iron pin corner of the intersection of Timberlake Drive and Biscayne Drive; thence along Biscayne Drive S 69-24 E 100 feet to an iron pin; thence continuing along said drive S 84-41 E 59 feet to the point of beginning

This is the same property conveyed to David J. Vicery in Deed Book 930, page 164, RMC Office for Greenville County and the same property conveyed to mortgagors by deed to be recorded herewith.



which has the address of 226 Biscayne Drive Greenville,
(Street) (City)
SC (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 seised 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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