

GREENVILLE CO. S. C.  
OCT 31 2 01 PM '79  
DONNIE S. TAHERSLEY  
R.M.C.

1450 4593

# MORTGAGE

THIS MORTGAGE is made this 25th day of October 1979, between the Mortgagor, Collin Kelly, a/k/a C. Larry Kelly and Gloria S. Kelly (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty thousand five hundred and .00/100 (\$40,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 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 certain piece, parcel or tract of land being a portion of a tract of 11.0 acres on the eastern side of S. C. Highway 101, as shown on a plat thereof entitled "Property of Gordon E. Mann" prepared by W. R. Williams, Jr., Surveyor, dated December 19, 1977, recorded in the RMC Office for Greenville County in Plat Book 6-N at page 98, with the portion thereof being described as follows:

Beginning at a spike in the center of S. C. Highway 101 at the joint front corner of the 11.0 acre tract and the 10.2 acre tract, and running thence with the line of the 10.2 acre tract, N. 83-52 E. 700 feet to a point; thence in a new line through the 11.0 acre tract in a southerly direction 335 feet, more or less, to a point on the line of the 9.4 acre tract; thence with the line of the 9.4 acre tract, N. 82-32 W. 700 feet to a spike in the center of S. C. Highway 101 at the joint front corner of the 11.0 acre tract and the 9.4 acre tract; thence with the center line of S. C. Highway 101, N. 9-11 E. 155.4 feet to the point of beginning.

This is a portion of the same property conveyed to William L. Kelly and Collin Kelly by deed of Gordon E. Mann dated August 30, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1086 at page 876; William L. Kelly then conveyed his interest in the above property to Gloria S. Kelly by deed dated October 25, 1979 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1114 at page 683.

The mortgagee's address is: PO Box 455, Travelers Rest, SC 29690

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DONNIE S. TAHERSLEY  
R.M.C.  
10 25 1979

which has the address of 3.8 acres, Highway 101, Travelers Rest, S. C. 29690 (herein "Property Address");

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.

RECORDED

4328 RV.2