

Mortgagee's mailing address: c/o Olin L. Spann, P. O. Box 6502, Greenville, S. C. 29606

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

FILED
S. C.

BOOK 1502 PAGE 247

WHEREAS, Milford D. Kelly

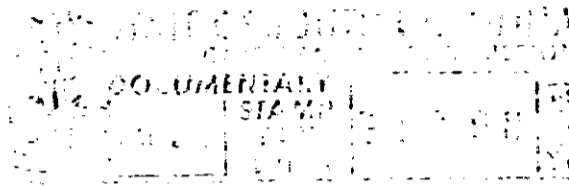
(hereinafter referred to as Mortgagor) is well and truly indebted unto

Five Forks Enterprises, Inc.

(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 Forty Two Thousand Six Hundred Forty Nine and 95/100-----

Dollars (\$ 42,649.95) due and payable

according to terms of Note of even date



with interest thereon from date at the rate of twenty per centum per annum, to be paid: on May 1, 1981

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, 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 Greenville,

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, at or near the intersection of U. S. Highway No. 276 and West Georgia Road, near Simpsonville, South Carolina, being the greater portion of that property shown and identified, according to a plat entitled "Property of Properties Unlimited, Inc.", dated May 25, 1972, prepared by Campbell and Clarkson, Inc. and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4T, at Page 10, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the far northeast corner thereof, fronting on the exit and frontage road and running thence S. 18-10 W. 718.1 feet to an iron pin; thence with the meanders of the creek, which is the line, the following courses and distances: N. 44-27 W. 239.2 feet; thence N. 52-57 W. 433 feet; thence N. 42-36 W. 100 feet; thence N. 55-32 W. 100 feet; thence N. 35-13 W. 200.5 feet; thence N. 20-52 W. 76.7 feet to an iron pin; thence N. 66-58 E. 307.9 feet to an iron pin on West Georgia Road; thence N. 89-00 E. 83.8 feet to an iron pin; thence S. 0-59 E. 4.5 feet to an iron pin; thence N. 89-00 E. 137.4 feet to an iron pin; thence S. 0-15 W. 175 feet to an iron pin; thence N. 89-17 E. 100.5 feet to an iron pin; thence S. 89-46 E. 175 feet to an iron pin; thence N. 65-02 E. 150 feet to an iron pin; thence S. 37-30 E. 76.6 feet more or less, to an iron pin; thence S. 47-53 E. 94 feet to an iron pin, the point of beginning.

LESS, HOWEVER: That property released in Schedule A annexed hereto and made a part hereof.

This being the same property conveyed to the mortgagor herein by deed of Five Forks Enterprises, Inc. dated November 18, 1977 and recorded in the R.M.C. Office for Greenville County on November 21, 1977 in Deed Book 1068, at Page 816. This is a refinance of the note given by Milford D. Kelly to Five Forks Enterprises, Inc. dated 11-18-77 in the original principal sum of \$56,250.00. The refinance debt is still considered to be a purchase money debt**

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.

** with the privilege of prepaying in whole or in part at any time without penalty.

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