

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE AND
LAURENS

C. S. C.

MORTGAGE OF REAL ESTATE

1515 PAGE 32

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MILFORD D. KELLY AND PEGGY W. KELLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK R. PORTER AND BETTY B. PORTER
213 Box 1914, Pelzer, S.C. 29669

(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 ONE HUNDRED TWENTY THOUSAND NO/100-----

Dollars \$ 120,000.00 due and payable

*in monthly installments of \$1,200.00 beginning on December 2, 1980 and being due on the same date of each month thereafter until paid in full. In addition to monthly installments there will be annual installments of \$3,000.00 beginning on December 2, 1981 and on the same date of each year thereafter until paid in full. Installments will be applied first to interest and balance to principal. Maker reserves the right to prepay without penalty in full or in part any time. Interest with interest thereon from date of the rate of TWELVE per centum per annum, to be paid MONTHLY computed in arrears.

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 Laurens, being shown and designated as Tract 3, 5.02 acres and Tract 13, 32.6 acres as shown on plat of Milford D. Kelly as prepared by James L. Strickland, RLS, dated 1/12/78 and thereafter revised as shown thereon and recorded in Plat Book 41, Page 176 in the Clerk of Court for Laurens County and having according to said plat, such metes and bounds, as appear thereon.

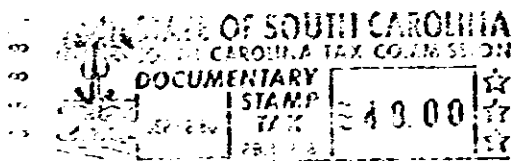
This is a portion of the property conveyed to the mortgagors by deed of W. Steve Lang, Jr. as recorded in the Clerk of Court for Laurens County in Deed Book 215, Page 511 recorded 2/2/78.

ALSO:

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, being shown and designated as 113.8 acres, more or less, as shown on plat of Milford D. Kelly as prepared by C. O. Riddle, RLS, dated December, 1977 and having according to said plat, such metes and bounds, as appear thereon.

This is a portion of the property conveyed to the mortgagors by deed of Fred Stout and Gladys Stout as recorded in the RMC Office for Greenville County in Deed Book 1071, Page 485, recorded 1/6/78.

It is agreed between all parties that this mortgage and the note it secures by not be transferred or assumed by any other person without the written consent of the mortgagee.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 whatsoever lawfully claiming the same or any part thereof.

4328 RV-2