

FILED  
GREENVILLE CO. S. C.

Closing Date: \_\_\_\_\_  
(Date Instrument Delivered)

SEP 22 11 13 AM '80

# MORTGAGE

BOOK 1516 PAGE 897

GENE BANKERSLEY  
R.M.C.

RENEGOTIABLE RATE NOTE  
(See Rider Attached)

THIS MORTGAGE is made this 19th day of September, 1980, between the Mortgagor, Ernest Kelly and Wanda B. Kelly (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

"NOTE" includes all Renewals and Amendments of the Note date September 19, 1980

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Two Thousand Two Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 19, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2010.

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 improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Mauldin, in Cedar Terrace Subdivision, on the northern side of Thelma Drive, which is known and designated as Lot 15 of that subdivision and which is described more particularly according to a plat of that subdivision recorded in the Office of the RMC, for said County in Plat Book BBB, at Page 137, as follows:

BEGINNING at an iron pin on the northern side of Thelma Drive, joint front corner of Lots 14 and 15, and running thence N. 10-36 W. 166.9 feet to an iron pin; thence S. 75-46 W. 110 feet to an iron pin; thence S. 60-05 W. 17.5 feet to an iron pin; thence S. 26-40 E. 168.9 feet to an iron pin; thence N. 72-22 E. 19.8 feet to an iron pin; thence N. 73-52 E. 60.2 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Paul T. Gallogly and Deborah A. Gallogly as recorded in Deed Book 1133 at Page 910, in the RMC Office for Greenville County, S.C., on September 22, 1980.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
20.92

NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND October 1, 2010. THE INTEREST RATE AND THE PAYMENTS UNDER THE NOTE MAY CHANGE AT THE TIME OF EACH RENEWAL. A COPY OF THE PROVISIONS OF THE NOTE RELATING TO RENEWAL AND CHANGE OF INTEREST RATE AND PAYMENTS IS ATTACHED TO THIS MORTGAGE AS AN EXHIBIT.

which has the address of 300 Thelma Drive Mauldin  
[Street] [City]  
S. C. 29662 (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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