

DONNIE S. TANKERSLEY
R.M.C

THIS MORTGAGE is made this 15th day of January 1981, between the Mortgagor, Paul M. Kelly and Loretta A. Kelly (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-eight Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 15, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011;

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 piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the southern side of Wood Creek Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 39 on a plat of EDWARDS FOREST, SECTION 3, made by Dalton & Neves, Engineers, dated April, 1965, revised December, 1965, recorded in the RMC Office for Greenville County, S. C., in Plat Book BBB, page 185, reference to which is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Mortgagors by deed of Michael Evan Tracy and Ann B. Tracy to be recorded simultaneously herewith.

RECORDED
DOCUMENTARY
STAMP
JAN 15 20 1981
GREENVILLE, S.C.

which has the address of 23 Wood Creek Drive, Taylors, South Carolian 29687 (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 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.

1530

4328 RV-2