



MORTGAGE

THIS MORTGAGE is made this 2nd day of November 1981 between the Mortgagor, John E. and Mary E. Kelley

(herein "Borrower"), and the Mortgagee, AMERICAN 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 Six thousand, nine hundred, ninety and 12/100ths, which indebtedness is evidenced by Borrower's note dated Nov. 2, 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 November 15, 1984

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 situate, lying and being near the city of Greenville, county of Greenville, state of South Carolina, being known and designated as Lot No. 10 of a subdivision known as Staunton Court, as shown on a plat thereof prepared by Piedmont Engineers & Architects, dated June 1966, revised April 1967, recorded in the RMC Office for Greenville County in Plat Book PPP, at page 143, and having according to said plat the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the northeast side of Staunton Court, the joint front corner of Lots Nos. 10 & 11; thence with the joint line of said lots N.58-12 E. 110.9 feet to an iron pin; thence S. 31-55 E. 158.5 feet to an iron pin; thence S. 23-45 W. 160 feet to a point on the east side of the turn-around of Staunton Court; thence with the curve of said street, the cord of which is N.6-23 W. 47 feet to a point; thence N.31-36 W. 26.5 feet to a point; thence continuing with the northeast side of said street N. 31-48 W. 180 feet to the beginning corner.

This is the same lot conveyed to grantor by McCall Threatt Enterprises, Inc. by deed recorded Nov. 3, 1967 in deed book 832, page 105 of the RMC Office for Greenville County, S.C. and is conveyed subject to restrictions applicable to said property recorded in the RMC Office for Greenville County, S.C. in deed Vol. 807 page 602, and to any recorded easements or rights of way.

This is the same property conveyed by Deed of Walter B. Meaders unto John E. Kelley and Mary E. Kelley, dated July 12, 1968 recorded July 15, 1968, in the RMC Office for Greenville County, S.C., volume 848 page 372.

which has the address of 10. Staunton Court Greenville, South Carolina (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.

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