

FILED

OFFICE OF THE CLERK OF COURT
SOUTH CAROLINA

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } 12 05 PM '82

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

DONALD W. WEAVER SLEY
CLERK

WHEREAS, J. DON KELLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK, GREENVILLE, SOUTH CAROLINA,

(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 -----

THIRTY THOUSAND AND NO/100THS-----Dollars (\$ 30,000.00---) due and payable

IN ONE HUNDRED TWENTY (120) EQUAL MONTHLY INSTALLMENTS OF \$513.33, INCLUDING INTEREST AT 16 1/2% PER ANNUM, BEGINNING MAY 15, 1982, AND CONTINUING ON THE FIFTEENTH (15TH) DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL, MAKING THE TOTAL PRINCIPAL AND INTEREST PAYMENTS
~~with interest thereon from~~ ~~the date of~~ ~~the promissory note~~
THE SUM OF \$61,599.60.

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, on the Eastern side of S. C. Highway, By-Pass #291, and being a portion of Lot No. 11 of the property of J. H. Sitton, et al, plat of which is recorded in the RMC Office for Greenville County in Plat Book JJ at Page 105 and having, according to said plat and according to a more recent plat of the property of Jesse M. Tate and J. Gordon Gullede, prepared by Dalton & Neves December 1962, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of S. C. Highway #291 which iron pin is 815 feet South of the Southern corner of the intersection of said highway and Edwards Road and running thence S. 88-20 E. 193.3 feet to an iron pin on the Western side of a 30 foot service alley, said line passing through a portion of a concrete block wall; thence with said alley S. 0-43 W. 25 feet to an iron pin; thence N. 88-20 W. 192.5 feet to an iron pin on the Eastern side of said highway; thence with said highway N. 0-30 W. 25 feet to an iron pin at the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Southern Bank and Trust Company, Trustee for J. Gordon Gullede, dated April 9, 1982, and thereafter filed on April 9, 1982, in the RMC Office for Greenville County in Deed Book 1165 at Page 152.

CCRC ----- 3 APR 9 1982 032

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
APR-9-82 TAX \$ 12.00

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.

4. 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.

595
595
0.

4328 RV-2