

S. C. '82 ASLEY

MORTGAGE

THIS MORTGAGE is made this 6th day of July, 1982, between the Mortgagor, Elmer Larry Kelley, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$4000.00 (Four thousand and 00/100) Dollars, which indebtedness is evidenced by Borrower's note dated July 6, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1986;

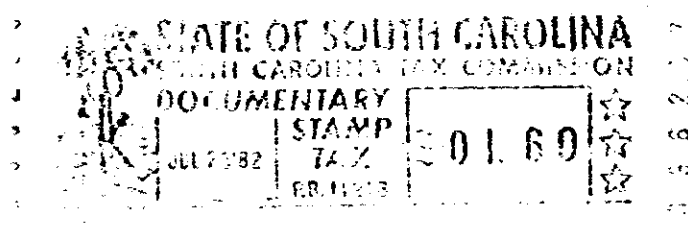
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the County of Greenville, State of South Carolina, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 44, on plat of Harbor Town, recorded in the R.M.C. Office for Greenville County in Plat Book 5P, at Pages 13 and 14, and being more particularly described as follows:

Beginning at a point at the joint corner of Units 44 and 43 and thence running N 51-30 W 68.5 feet; thence turning and running N 38-30 E. 21.1 feet; thence turning and running S 51-30 E. 68.5 feet; thence turning and running S. 38-30 W 21.1 feet to the point of Beginning.

This being the same property conveyed to the mortgagor by deed of Harbor Town Limited Partnership, a S. C. Limited Partnership and recorded in the RMC Office for Greenville County on 01/26/77 in Deed Book 1050 at Page 271.

This is a second mortgage and is Junior in Lien to that mortgage executed by E. Larry Kelley, Jr. which mortgage is recorded in RMC Office for Greenville County on 01/26/77 in Book 1387 at Page 914.



which has the address of 44 Jib Court Greenville, South Carolina 29611 (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 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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