

P.O. 114 Simpsonville, S.C. 29681

BOOK 1582 PAGE 918

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
OCT 11 4 30 PM '82
CO. S. O.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

DONNIE S. TANKERSLEY & Phyllis M. Cooke
Norman H. Cooke

(hereinafter referred to as Mortgagor) is well and truly indebted unto Milford D. Kelly

(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 Nine Thousand Six Hundred and no/100-----
----- Dollars (\$ 9,600.00) due and payable

at 12 % interest, to be paid in three annual payments, the first of which will be due and payable on July 1, 1983.

with interest thereon from date at the rate of 12% per centum per annum, to be paid:

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:

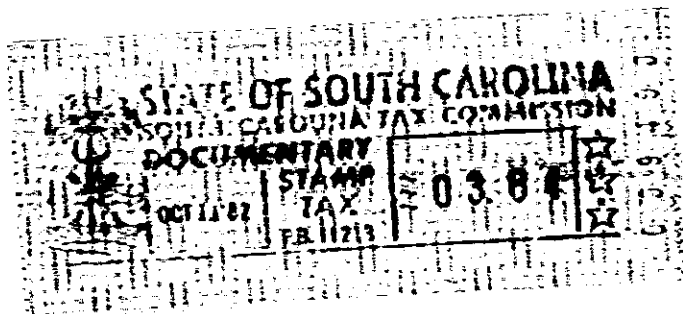
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, State of South Carolina and being shown and designated as 3.98 acres, more or less, on a plat entitled "Survey for Milford D. Kelly", prepared by C.O. Riddle, Registered Land Surveyor, and dated July 13, 1982, and revised September 17, 1982, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the center of Kay Drive, said point being the joint front corner with a 2.29 acre tract, and running thence along the joint property line of said tract N.24-30E. 512.17 ft. to a point, thence N.67-09W. 302.77 ft. to a point, thence S.27-24W. 586.65 ft. to an iron pin in the center of Kay Drive, thence along the center of Kay Drive, S.79-26E. 342.62 ft. to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by Deed of Milford D. Kelly, dated October 8, 1982, and filed of even date herewith.

Mortgagee agrees to have a mortgage held by John D. and Blanch N. Smith, dated July 26, 1982, and recorded in the RMC Office for Greenville County in Mortgage Book 1576 at Page 89, in the original amount of \$24,000.00, released and satisfied, upon completion of the above described mortgage being paid in full, within thirty (30) days of said date.

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Together with all and singular rights, members, hereditaments, and appurtenances to the said belonging in any way incident or appertaining, and of all 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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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.

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