

MORTGAGE

VOL 1962 900

FILED GREENVILLE S.C.

THIS MORTGAGE is made this 9th day of May 1984, between the Mortgagor, John E. Kelley (herein "Borrower"), and the Mortgagee HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender"). THIS MORTGAGE INCLUDES AN ADJUSTABLE RATE LOAN RIDER WHICH IS HEREBY INCORPORATED BY REFERENCE.

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-three Thousand and No/100 (\$43,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 9, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2004

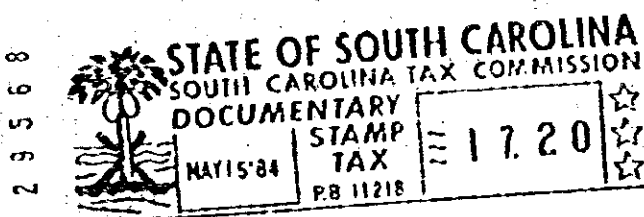
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the State of South Carolina, County of Greenville, situate in Fairview Township, known and designated as Lots No. 24 and 25, in accordance with plat made by Webb Surveying and Mapping Company, dated November 1, 1965, for Mary E. Leake, beign part #3 of her property, and more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the southern side of a new-cut road, at the joint front corner with Lot No. 23 and running thence along said lot, S. 28-30 W., 150 feet to an iron pin; thence N. 64-47 W., 93.7 feet to an iron pin; thence N. 62-0 W., 66.3 feet to an iron pin; thence N. 28-28 E., 150 feet to an iron pin on the edge of said new-cut road; thence along said new-cut road S. 62-0 E., 66.3 feet to an iron pin; thence S. 64-47 E., 93.7 feet to an iron pin, being the point of beginning.

This being the same property conveyed to John E. Kelley by deed of Wesley A. Kelley dated April 8, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1123 at Pag 786 on April 10, 1980.

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which has the address of Rt. 2, Box 68, Wood Drive, Simpsonville South Carolina 29681 (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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