

HORTON, DRAWDY, MARCHBANK, ARCHITECTS & ENGINEERS, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED

3 23 PM MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY FROM THESE PRESENTS MAY CONCERN
R.M.C.

BOOK 1325 PAGE 259

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WHEREAS, Milford D. Kelly and Lawrence E. McNair,

hereinafter referred to as Mortgagor) is well and truly indebted unto Roy C. Rice

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's preliminary note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirteen Thousand and 00/100

Dollars (\$ 13,000.00) due and payable

with interest thereon from date at the rate of SIX per centum per annum, to be paid. As provided in said Note.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 piece, parcel or lot of land, with all improvements thereon, located, lying and being in the Town of Mauldin, County of Greenville, State of South Carolina, on the road leading from Mauldin to Conestee and shown as Lot 1 on plat of Property of E. M. and Rosa Lee Bishop, recorded in Plat Book S at Page 127, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING on the southern side of Mauldin to Conestee Road, at the joint corner of Lots 1 and 2 and running thence with the joint line of said lots, S. 1-22 W. 160.7 feet to an iron pin; thence N. 82-44 E. 100 feet to an iron pin on the western side of a county road running in a southerly direction to the Mauldin to Conestee Road; thence along the western side of said road, N. 2-34 W. 125 feet to an iron pin on the southern side of Mauldin to Conestee Road; thence with the side of said road, N. 76-40 W. 100 feet to an iron pin at the point and place of beginning.

The within property is the same conveyed to the Mortgagee by deed of Mortgagee of even date herewith, the same being a purchase money mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident to 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, and appurtenances, 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whatsoever lawfully claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further sums, advances, readvances or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and so form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

Witness: *Paul D. Tate* *Clark C. Hays*
30 Sept. '82 30 Sept. '82

Rice same as Lucille Vaughn - Rice

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MORTGAGE CO. S.C.
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