

JUL 19 3 29 PM '78

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DOHN S. TANKERSLEY
R.H.C.

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

Philip Klinck and Doris G. Klinck

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank & Trust Company

(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 Eight Thousand Five Hundred Dollars

Dollars (\$ 8,500.00) due and payable

90 days from date

with interest thereon from date at the rate of 8 per centum per annum, to be paid: at maturity

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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the eastern side of Pimlico Road, being known and designated as Lot 97 on plat of Gower Estates, Section A, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at pages 146 and 147 and a more recent plat entitled "Property of Paul J. Calloway", dated September, 1961, prepared by J. C. Hill and recorded in the R.M.C. Office for Greenville County in Plat Book VVV, at Page 113 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at iron pin on the eastern side of Pimlico Road, joint front corner of lots 96 and 97; thence with eastern side of Pimlico Road, S. 19-43 E. 27.7 feet to an iron pin; thence S. 22-14 E. 73 feet to iron pin at the corner lot 98; thence with the line of lot 98, N. 67-46 E. 175 feet to an iron pin; thence N. 22-14 W. 90 feet to an iron pin at the rear corner of lot 96; thence with the line of lot 96, N. 71-09 E. 174.8 feet to the beginning corner.

This is the second mortgage junior in lien to that certain mortgage held by Fidelity Federal Savings & Loan Association of Greenville, South Carolina in the amount of \$36,000.00, dated June 5, 1973, recorded in the R. M. C. Office of Greenville County, mortgage book 1279, page 690.

This is the same property conveyed to the Mortgagor by Deed recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 976 Page 181, dated June 5, 1973.

5.3.40



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.

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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