

FILED
Mortgagee's Address: GREENVILLE, S. C. 29644

AUG 6 3 04 PM '76

BOOK 1374 PAGE 681

STATE OF SOUTH CAROLINA } DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } R.H.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Russell E. Hippensteel and Grace F. Hippensteel

(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

Two Thousand, Eight Hundred and No/100 ----- Dollars (\$ 2,800.00) due and payable in Eight (8) equal annual installments of principal plus interest at the rate of Seven (7) per cent per annum upon the unpaid balance payable annually with the privilege to pay in full or in part at any time without penalty.

with interest thereon from _____ date _____ at the rate of 7 per centum per annum, to be paid: _____ annually

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 tract of land, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Milford D. Kelly" prepared by C. O. Riddle, Surveyor, dated June 16, 1976, revised July 30, 1976, and containing 11.60 acres, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Kay Drive, located 411.36 feet from its intersection of Kay Drive and South Carolina Highway No. 14 (iron pin located on the southern side of Kay Drive 24.5 feet from the center of Kay Drive) and running thence S. 13-41 W. 579.3 feet to an iron pin; running thence S. 6-40 W. 220.7 feet to an iron pin; running thence N. 73-40 W. 136' feet to an iron pin; running thence S. 6-37 W. 384.9 feet to an iron pin in the line of property of Ernest Minton Holland; running thence with the line of said property, N. 73-40 W. 162.9 feet to an iron pin; running thence N. 75-11 W. 286.6 feet to an iron pin at the corner of Tract No. 2 of Jack E. Kay; running thence with the line of said property, N. 18-18 E. 1136.7 feet to an iron pin in the center of Kay Drive (iron pin located on the southern side of Kay Drive 20.6 feet from the center of Kay Drive); running thence with the center of Kay Drive, S. 80-03 E. 419.94 feet to the point of beginning.

This property is the major portion of the property deeded to the Mortgagors by deed of Milford D. Kelly dated August 5, 1976, and to be recorded herewith.

This is a second mortgage junior in lien to that certain mortgage given by Milford D. Kelly to Mildred V. Kelly dated August 5, 1976 and recorded in the RMC Office for Greenville County in Mortgage Book 1374 at page 667.



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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