

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

S. C.

BOOK 1575 PAGE 1

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Cornell Kilgore, Jr., and Miriam E. Kilgore,  
(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles Kellett & Son, Inc.,

(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 Three Thousand Five Hundred Sixty and No/100-- Dollars (\$ 3,560.00--<sup>1</sup> due and payable in equal monthly payments of Two Hundred Fifty (\$250.00) Dollars each, commencing August 1, 1982, and continuing each and every month thereafter until paid in full,

with interest thereon from date at the rate of 14 per centum per annum, to be paid: monthly.

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, on the easterly side of Neely Ferry Road, being shown and designated as 1.33 acres on plat prepared by Carolina Surveying Co., on February 11, 1982, and entitled "Survey for Cornell W. Kilgore, Jr.", said tract having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in center of Neely Ferry Road at joint front corner of this property and other property of grantors, and running thence the joint line of said properties, N. 86-27 E. 284.4 feet to an iron pin; thence still with said properties, N. 85-27 E. 210 feet to an iron pin; thence with Blackwell property, N. 4-49 W. 210 feet to an old iron pin; thence still with Blackwell, S. 85-27 W. 210 feet to an iron pin; thence with property of grantors, S. 4-49 E. 160 feet to an iron pin; thence still with grantors, S. 86-11 W. 295 feet to a nail and cap in the center of Neely Ferry Road; thence with the center of said road, S. 17-00 E. 50 feet to the point of beginning.

This is the same property conveyed to Cornell Kilgore, Jr., and Miriam E. Kilgore by deed of Cornell W. Kilgore, Sr., and Robert W. Kilgore by their deed dated February 9, 1982, and recorded in the RMC Office for Greenville County, S.C., on March 4, 1982, in Deed Book 1163, at Page 351.

The lien of this mortgage is junior and inferior to the lien of that first mortgage given to JIM WALTERS HOMES, INC in the original amount of \$ 100,512.00, as recorded in the RMC Office for Greenville County, S.C., in REM Book 1565, at Page 144.

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STATE OF SOUTH CAROLINA  
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RECORDS & CLERK  
STAMP

Together with all and singular rights, members, herditaments, and appurtenances to the same 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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