

FILED  
GREENVILLE

MORTGAGE OF REAL ESTATE—Office of F. BRADLEY COBB, JR., Attorney at Law, Greenville, S. C.      BOOK 1309 PAGE 163

STATE OF SOUTH CAROLINA } MAY 2 11 27 AM '78  
COUNTY OF GREENVILLE } DONNIE S. TANKERSLEY  
R.H.C.      MORTGAGE OF REAL ESTATE      PAGE 72 PAGE 475

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, MILTON BROOKS GALLAGHER and KAY T. GALLAGHER  
(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert B. Kay  
(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 and no/100 -----  
-----Dollars (\$ 3,500.00 ) due and payable  
in accord with the terms and conditions set forth in that certain promissory note of even date  
This is a second mortgage junior in lien to a mortgage this date executed in favor of Greer Federal Savings and Loan Association.



12850  
SATISFIED AND PAID IN FULL THIS  
17th Day of October, 1980.  
*R.B. Kay*

OCT 23 1980

Witnesses:  
*Carolyn B. Johnson*  
*Daniel D. Daniel*

*Donnie S. Tankersley*  
R.H.C.

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GREENVILLE CO. S.C.  
DONNIE S. TANKERSLEY  
R.H.C.

Together with all and singular rights, members, hereditaments, 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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