MORTGAGE OF REAL ESTATE-Propriet BY ALLEY AND RILLY, Attorneys at Law, Greenville, S. 1342 PAGE 901

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

DONNIE S.TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS,

E. J. KENT AND CATHERINE CALLIE KENT

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THOMAS F. NELMS

(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 AND NO/100THS-----

----- Dollars (\$ 3,000.00) due and payable

on or before January 1, 1976

with interest thereon from

at the rate of Lug

per centum per annum, to be paid: ()

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, 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 southeastern side of Baker Road and having according to a survey and plat by R. K. Campbell, R. L. S., dated August 14, 1961, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book VV at page 161 and having according to plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Baker Road and running thence with the southeastern side of Baker Road N. 67-49 E. 150 feet to an iron pin at corner of other property now or formerly of Gilstrap; thence S. 26-21 E. 290 feet to an iron pin; thence S. 67-49 W. 150 feet to an iron pin; thence N. 26-21 W. 290 feet to an iron pin on the southeastern side of Baker Road at the point of beginning.

This mortgage is second and junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association, in the original amount of \$24,000.00, dated June 28, 1975, to be recorded herewith.





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 art 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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