BOOK 1115 PAGE 135

STATE OF SOUTH CARLINA

.

MORTGAGE OF REAL ESTATE

OLLIE FARHSWORTH

R. M.G.. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS We, Abner E. Cartee and Martha A. Cartee

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

KELLEY, 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

Eight Hundred Fifty and no/100----- \$\text{\$850.00}\$

) due and payable

within 1 year from date, with right to anticipate without penalty

with interest thereon from date at the rate of

per centum per annum, to be paid:

nonth1y

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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

All those lots of land in the County of Greenville, State of South Carolina, known and designated as Lots Nos. 37 and 38, Block D, on plat of Buena Vista subdivision, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "W" at pages 11 & 29, said lots having in the aggregate a frontage of 70 feet on the east side of Rose Garden Street, a parallel depth of 150 feet and a rear width of 70 feet.

This is a junior mortgage to Mortgage recorded in Mortgage Book 997, page 535 to Aiken Loan and Security Company.

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 thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Satisfied 1/9/10.
Killey Inc.
Gordon W. Kelley Pres.
Witness W. m. Cartee
6. W. Cartee

R. M. C. FOR GREENVILLE COUNTY, S. C. AT 2:37 O'CLOCK M. NO. 1573