

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JAN 26 4-20 PM '71
OLLIE FARNSWORTH
R. H. C.

SECOND
MORTGAGE OF REAL ESTATE

BOOK 1179 PAGE 131

TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, Robert M. Austell

(hereinafter referred to as Mortgagor) is well and truly indebted unto John S. Kuhne and Lucy S. Kuhne

(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

Six Thousand and No/100ths - - - - - Dollars (\$ 6,000.00) due and payable

in three equal annual installments beginning one year from date and continuing on the same day of each subsequent year until paid in full. The mortgagor shall have the right to prepay the note secured by this mortgage in part or in full at any time without penalty.

with interest thereon from date at the rate of eight per centum per annum, to be paid: semi-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 Greenville situate on the northeast corner of the intersection of McDaniel Avenue and Camille Avenue in the city of Greenville being shown on a plat of the T. Q. Donaldson Estate recorded in the RMC Office for Greenville County in Plat Book H at page 284 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast corner of the intersection of McDaniel Avenue and Camille Avenue and running thence along the east side of McDaniel Avenue N. 9-36 E. 116.7 feet to an iron pin; thence S. 80-40 E. 190 feet to an iron pin; thence S. 16-10 W. 16.8 feet to an iron pin; thence S. 16-07 W. 121.7 feet to an iron pin on the north side of Camille Avenue; thence along Camille Avenue N. 73-53 W. 175 feet to the beginning corner.

The lien of this mortgage is subordinate to the lien of that certain mortgage given by Robert M. Austell to Fidelity Federal Savings and Loan Greenville, S.C. of even date herewith in the principal amount of \$37,600.00 recorded in the Greenville County RMC Office.

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 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.