

HORTON, DRAWDY, DILLARD, MARCHAND & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S.C.

APR 11 3 54 PM '77

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THOMAS F. KILBY and TONI M. KILBY

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. F. SHIVERS, SR. and CAROLYN H. SHIVERS

(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

FIVE THOUSAND and no/100-----Dollars (\$ 5,000.00 ) due and payable

Ninety (90) days from date

~~with all the interest thereon to be paid by the Mortgagor to the Mortgagee~~

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 piece, parcel or lot of land, together with buildings and improvements, situate, lying and being on the Northern side of Kenilworth Drive in Greenville County, South Carolina, being shown and designated as Lot No. 127 on a Resurvey of Lots Nos. 126 and 127, of WELLINGTON GREEN, SECTION 3, made by Piedmont Engineers & Architects, dated October 18, 1971, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 40, Page 19, reference to which is hereby craved for the metes and bounds thereof.

The within Mortgage is junior in lien to that certain Mortgage of even date given by Thomas F. Kilby and Toni M. Kilby to Greer Federal Savings and Loan Association of Greer, South Carolina.

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.