

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }  
R.M.C. }

## MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: EUNICE W. KILGORE AND JULIUS KILGORE

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST COMPANY

(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 -----

ONE THOUSAND EIGHT HUNDRED AND NO/100THS ----- Dollars (\$ 1,800.00 ) due and payable

to be paid in monthly installments of \$60.50 for thirty-six months

with interest thereon from date at the rate of eight per centum per annum to be paid: in advance.

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, being known as a portion of Lot No. 10 as shown by plat recorded in Plat Book P at page 23 in the R. M. C. Office for Greenville County and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the south side of Jacobs Road at the joint corner of Lot No. 10 and property of W. W. Wilkins and running thence S. 10-02 W. 175.9 feet to a point; thence N. 80 W. 45 feet to a point; thence N. 41-35 W. 145 feet, more or less, to a point on the south side of Jacobs Road; thence along the south side of Jacobs Road N. 51-43 E. 85 feet to a point; thence continuing along the south side of Jacobs Road N. 60-58 E. 84 feet to the beginning corner.

Being the same property conveyed to the mortgagors herein by deed dated April 9, 1968, and recorded in the R. M. C. Office for Greenville County in Deed Volume 841 at page 429.

ALSO: ALL that certain piece, parcel or tract of land adjoining the above referred to lot, being a portion of tract No. 10 and a triangular strip of the Jaynes Knoll Subdivision, as shown on plat prepared by R. B. Bruce, October 1, 1968, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Jacobs Road at the joint corner of Lot No. 8 and Jaynes Knoll Subdivision and running thence S. 10-02 W. 175.9 feet to an iron pin; thence N. 89 W. 45 feet to an iron pin; thence along the line of property of Wilkins S. 24-35 W. 128.9 feet to an iron pin; thence N. 41-35 W. 148.6 feet to the beginning corner.

As to the latter tract of land, this mortgage is second and junior in lien to that certain mortgage in favor of Cameron Brown Company, assigned to the Federal National Mortgage Association in the original amount of \$24,200.00, recorded June 11, 1969, in REM Volume 1128 at page 125.

Being the same property conveyed to the mortgagors herein by deed dated April 9, 1968 and recorded in the R. M. C. Office for Greenville County in Deed Volume 841 at page 429.

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.