

Nov 10 3 26 PM '76

BOOK 1382 PAGE 621

STATE OF SOUTH CAROLINA } DONNIE S. TANKERSLEY
COUNTY } R.M.C. SECOND MORTGAGE OF REAL ESTATE

COUNTIES OF GREENVILLE AND BERKELEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHARLES F. KENNETT AND SHIRLEY KENNETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. HUNTER HOWARD, JR. AND MARTHA B. HOWARD, North Main Street, Fountain Inn, S. C. 29644

(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 00/100----- Dollars (\$6,000.00) due and payable
180 days from date

November 23, 1976
with interest thereon from ~~6 1/2~~ at the rate of 9% per centum per annum, to be paid with principal

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:

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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:

TRACT NO. 1:

"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, Town of Fountain Inn, being known as 404 North Main Street, Fountain Inn, S. C.

Being the same property conveyed to Charles F. Kennett and Shirley Kennett by deed of S. Hunter Howard, Jr. et al, recorded August 30, 1976, in Deed Book 1042, Page 26, R.M. C. Office for Greenville County, S. C.

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This is a second mortgage and is junior in lien to that mortgage given 8/25/76 to Woodruff Federal Savings & Loan Association.

TRACT NO. 2:

All our right, title and interest in that certain leasehold described in Lease Agreement between South Carolina Public Service Authority, Lessor, and Billy K. Garrison, Lessee, dated May 18, 1970, and recorded in the Office of the Clerk of Court for Berkeley County in Book C-94, Page 157, on June 26, 1970; Said leasehold premises described as Lot No. 17, as shown on Map C-1855 of General Moultrie II Subdivision, Berkeley County, South Carolina, said plat is filed in the Office of the South Carolina Public Service Authority Authority.



Together with all and singular rights, members, hereditaments, 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.

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