

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, CO. S. C.
OCT 28 3 25 PM '77

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Hillcrest Skating, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Milford D. Kelly and Peggy Joyce Kelly

(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 -----

--Seventy-Eight Thousand and No/100----- Dollars (\$ 78,000.00) due and payable

according to note of even date with

WIK Interest thereon from date at the rate of 8 per centum per annum, to be paid:

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:

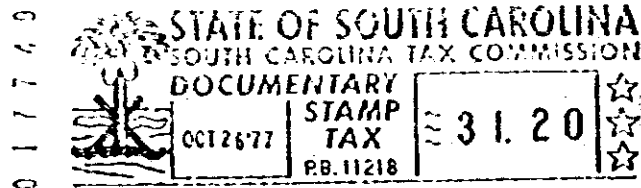
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on plat entitled,

"Property of Milford D. Kelly, prepared by C. O. Riddle, dated November, 1974, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of S. C. Hwy. No. 14 at the corner of property of Hillcrest Pro. Building, and running thence with the line of said property N22-15E 127.3 feet to an iron pin; running thence S76-00E 44.6 feet to an iron pin at the corner of property of Construction Equipment Co.; running thence with the line of said property S76-58E 410.4 feet to an iron pin on the Western side of a road; running thence with the Western side of the road S19-50W 171.6 feet to an iron pin on the Northern side of S. C. Hwy. No. 14; thence with the Northern side of said highway N71-16W 457.3 feet to the point of BEGINNING.

This mortgage is junior in lien to that certain mortgage held by W. Bruce Durham and Lannie F. Durham and Charles R. Fisher and Beatrice D. Fisher in the original sum of \$58,000.00, dated December 18, 1974, having a balance of this date of \$40,112.00, and it is understood and agreed that Milford D. Kelly will remain responsible for making the payments due on said mortgage until it is paid in full.

This being the same property conveyed unto the Mortgagor herein by deed from W. Bruce Durham, Lannie F. Durham, Charles R. Fisher and Beatrice D. Fisher, recorded December 18, 1974, in Deed Volume 1011, at Page 881, in the RMC Office for Greenville County.



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 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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