

c/o Lloyd D. Auten, 102 Ramblewood Lane, Greenville, S.C. 29615

1558 719

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
S.C.  
MILFORD D. KELLY  
WILFORD D. KELLY  
WILFORD D. KELLY

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto LLOYD D. AUTEN (\$56,600.00); ELLA AUTEN (\$39,000.00); and FOY JENSEN (\$22,000.00)

(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 Hundred Seventeen Thousand Six Hundred and No/100----

Dollars (\$ 117,600.00 ) due and payable

according to the terms of the Note of even date.

with interest thereon from \_\_\_\_\_ date at the rate of 24% per centum per annum, to be paid: February 20, 1982.

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,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, containing 10.08 acres, as is more fully shown on a plat entitled "Property of Milford D. Kelly", dated December, 1979, prepared by James L. Strickland, Registered Land Surveyor No. 4042, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Holland Road, at the corner of property of Margaret B. Carlton, and running thence with the line of said property S. 51-28 W. 839.4 feet to an iron pin at the corner of property of William and Hilda B. Greer; running thence with the line of said property N. 40-07 W. 340 feet to an iron pin; thence continuing with the line of said property N. 57-21 W. 311.8 feet to an iron pin at the corner of property of Carl Davis; running thence with the line of said property N. 64-40 E. 726.2 feet to an iron pin; continuing thence with the line of Carl Davis N. 45-16 E. 181.8 feet to a point in the center of Holland Road, passing an iron pin 25 feet from the center thereof and running thence with the center of Holland Road S. 44-44 E. 344.7 feet to an iron pin; thence continuing with the center of Holland Road S. 48-17 E. 148.2 feet to the point of beginning.

This is a portion of the identical property conveyed to the Mortgagor herein by R. W. Burdette, et.al., by deed recorded September 2, 1977, in the R.M.C. Office for Greenville County in Deed Book 1064 at Page 155.

This mortgage is junior in lien to that certain mortgage given by Milford D. Kelly to Southern Financial Services, Inc. dated December 7, 1979, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1490 at Page 865.

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DOCUMENTARY  
SERIALS

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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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