

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
MAY 2 11 27 AM '76
DOUGLAS W. PROBLEY
REC'D

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

WHEREAS, WE, MILTON BROOKS GALLAGHER and KAY T. GALLAGHER

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert B. Kay

(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 Three Thousand Five Hundred and no/100 -----
-----Dollars (\$ 3,500.00) due and payable

in accord with the terms and conditions set forth in that certain promissory note of even date between the parties, reference to which is expressly craved.

with interest thereon from date at the rate of 7% per centum per annum, to be paid monthly commencing May 1, 1976

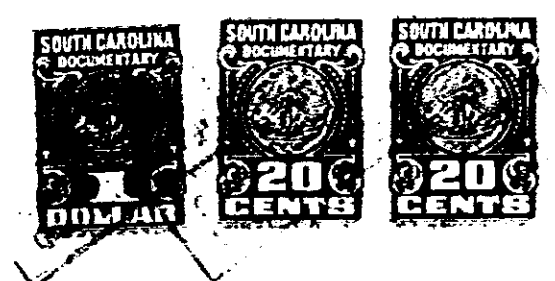
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 on the South side of Prentiss Avenue being shown as all of Lot 14 of Block D on plat of Cagle Park made by R. E. Dalton, RLS in June, 1915 which plat is recorded in the RMC Office for Greenville County in Plat Book C at Page 237-238 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Prentiss Avenue, joint corner Lots 14 and 15; thence S. 33-36 W. 170 feet to an iron pin on an unnamed 15 foot alley; thence S. 56-28 E. 60 feet to an iron pin at the intersection of said unnamed 15 foot alley with another unnamed street or alley; thence N. 34-01 E. 163.5 feet to an iron pin on the South side of E. Prentiss Avenue; thence with said avenue N. 50-20 W. 61.5 feet to beginning.

This is a second mortgage junior in lien to a mortgage this date executed in favor of Greer Federal Savings and Loan Association.



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.

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