

14 Barryhill Road
Greenville, S.C. 29607

FILED
GREENVILLE CO. S. C.

BOOK 1375 PAGE 535

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

AUG 16 1 40 PM '76
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Larry E. Killian and Charlene Killian

(hereinafter referred to as Mortgagor) is well and truly indebted unto James A. Martin

(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

Five Thousand Dollars (\$5,000.00) due and payable

with interest thereon from Sept. 1, 1976 at the rate of seven per centum per annum, to be paid: in monthly of \$58.06 beginning on the first day of September, 1976, and continuing on the first day of each month thereafter until paid in full.

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, City of Greenville, being known and designated as Lot No. 72, Block F, as shown on a plat of property of University Heights, recorded in the RMC Office for Greenville County in Plat Book BB at Page 21 and having according to the said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Twinbrook Drive at the joint front corner of Lots No. 71 and 72, and running thence with Twinbrook Drive N. 30-26 W. 100 feet to an iron pin, being the joint front corner of Lots No. 72 and 75; thence with the common line of said lots S. 56-37 W. 193.7 feet to an iron pin; thence S. 32-07 E. 100 feet to an iron pin, being the joint rear corner of Lots No. 71 and 72; thence with the common line of said lots N. 56-37 E. 190.8 feet to the point of beginning.

DERIVATION: This is the same property conveyed by James A. Martin to Larry E. Killian and Charlene Killian as recorded in the RMC Office for Greenville County in Deed Book 1041, Page 265.

THE within mortgage is secondary and junior in lien to a mortgage given Cameron-Brown Company as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1043, Page 485, said first mortgage having been assumed by the mortgagors herein by deed of even date herewith.



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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