

P.O. Box 10163  
GREENVILLE, S.C.  
29603

LONG, BLACK & GASTON

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
FEB 23 4 55 PM '81  
DORRIS ANNERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1533 PAGE 319

WHEREAS, MARK KILGUS AND REBECCA L. KILGUS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JUDY D. SCHMIDT AND JIMMY MILTON DURHAM

(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

NINE <sup>mk</sup> THOUSAND EIGHT HUNDRED SIXTEEN AND 44/100--- Dollars (\$ 9,816.44 ) due and payable  
In 360 monthly installments of \$101.01 per month beginning March 20, 1981,  
and continuing in like amount on the 20th day of each month thereafter until  
paid in full

with interest thereon from \_\_\_\_\_ date at the rate of 12% per centum per annum, to be paid:  
Monthly by amortization

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 North side of Roger Avenue, being shown as Lot No. 33 on Plat of B. E. Geer Property, revised by W. M. Rast, Engineer, May, 1929, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book G, Page 237, (Also shown on survey made by R. W. Dalton, Surveyor, dated March 20, 1948, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North Side of Rogers Avenue, at the joint front corner of Lots 32 and 33, and running thence along the North side of Rogers Avenue, N. 83-55 E. 78 feet to an iron pin at the corner of Lot 34; thence with the line of Lot 34, N. 5-50 E. 100.4 feet to an iron pin on the North Side of Rogers Avenue, this being the point of BEGINNING.

THIS mortgage is junior in lien to that certain mortgage executed in favor of Collateral Investment Company, recorded in the R.M.C. Office for Greenville County in REM Book 1442, at Page 373.

THIS mortgage is not assumable.

If an installment is in default for more than ten (10) days, undersigned debtor agrees to pay a delinquency charge of \$5.00.

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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