

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

APR 15 11 36 AM '82

W. O. MONTGOMERY

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

WHEREAS, We, Kenneth D. Montgomery and Mary L. Montgomery

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. O. Montgomery

(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 Twenty-Two Thousand Six Hundred Three and 63/100

Dollars (\$ 22,603.63) due and payable

in accordance with terms of note of even date.

with interest thereon from date hereof at the rate of 7 per centum per annum, to be paid: monthly

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:

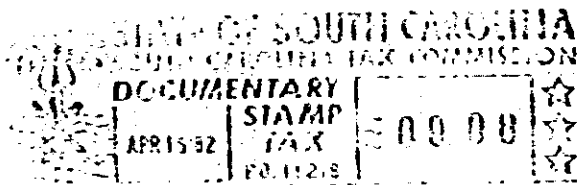
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Oaklawn Township, being the northern Portion of Lot 6 on a plat of property of T. P. Chapman recorded in the R. M. C. Office for Greenville County in plat book T, page 28 being located on the northern side of a county road known as Old Hundred Road being the remaining property shown on this plat being owned by Lee Riley Chapman after having conveyed the southern portion to John L. and Roberta F. Kuykendall by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1140, page 337, with the plat being referred to for a metes and bounds description. Above mentioned deed recorded January 7, 1981 from L. Riley Chapman,

ALSO, all that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, Oaklawn Township being located on the northern boundary of the above described property containing 0.05 acres more or less described in deed of William Sam Coates to Riley Chapman, recorded in the R.M.C. Office for Greenville County in Deed Book 579, page 309 on June 28,, 1957.

The two pieces of land are shown in the Greenville County Block Book Office as Sheet 586.2, Block 1, lot 22. The distances as shown thereon are 189.1', 100', 139.5', and 188.4' along the center of Old Hundred Road; 252.5' and 1330' along the eastern side; 281' and 280' along the rear; 1400', 78.4', 113.4', and 204.6' and 20.9' along the western side.

This mortgage is junior to that mortgage given by Kenneth D. Montgomery and Mary L. Montgomery to L. Riley Chapman in the original amount of \$39,120.00 recorded in the R.M.C. Office for Greenville County in Mortgage Book 1529, page 413 on January 7, 1981.

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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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