102 Ramblewood Lane, Greenville, S.C. 29615

2001569 FACE 837

STATE OF SOUTH CAROLINA
COUNTY OF CREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MILFORD D. KELLY

(hereinafter referred to as Mortgagor) is well and truly indebted unto LLOYD D. AUTEN

(hereinefter referred to as Mortgagee) as evidenced by the Mortgager's promissery note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eighteen Thousand Five Hundred One and 24/100ths----
Dollars if 18,501,24) due and payable

as set forth by note of mortgagor of even date

per note
with interest thereon from date at the rate of / per centum per annum, to be paid per note

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

NOW, KNOW ALL MEN, That the Mortgager, in consideration of the aforesaid dabt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgager 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 Mortgager 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 let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Corolina, County of Greenville, being shown and designated as 113.8 acres, more or less, as shown on plat of Milford D. Kelly as prepared by C.O. Riddle, RLS, dated December, 1977 and having according to said plat, such metes and bounds, as appear thereon.

THIS being a portion of the property conveyed to the mortgagor herein by deed of Fred Stout and Gladys Stout as recorded in the RMC Office for Greenville County in Deed Book 1071, page 485, recorded 1/6/78.

THIS mortgage is second and junior in lien to that mortgage between Milford D. Kelly and Jack R. and Betty B. Porter as recorded in the RMC Office for Greenville County in Mortgage Book 1515, at page 32, in the original amount of \$120,000.00.

SIAMP TO TAKE

Together with all and singular rights, members, herditaments, and appurtogances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 soized 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 end singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

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