

MORTGAGEE'S ADDRESS: 201 Arundel Road, Greenville, SC 29615
MORTGAGE OF REAL ESTATE

BOOK 1028 PAGE 332

STATE OF SOUTH CAROLINA } FILED FIRST MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } REF NV

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 30 1 27 PM '83

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WHEREAS, WE, CHARLES H. JENNINGS, SR. and JANET ELAINE JENNINGS

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mary Jo P. Tindal, Trustee for the Estate of Walter H. Proescholdt

(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 Fifty-eight Thousand Eight Hundred Sixty-eight and

60/100ths-----Dollars (\$58,868.60) due and payable

in equal monthly installments of \$605.53 beginning on the 1st day of October, 1983, and continuing on the 1st day of each month thereafter until paid in full, with payments being first applied to interest, balance to principal,

with interest thereon from date at the rate of 12% per centum per annum, to be paid:

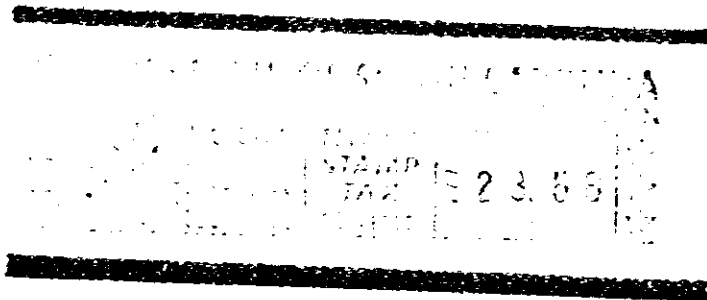
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 known and designated as Lot #43, Section 3 of Wade Hampton Gardens as shown by a plat thereof prepared by Piedmont Engineers and Architects and recorded in the Greenville County R.M.C Office in Plat Book YY at page 179. Reference to said plat being hereby craved for a more complete description.

This is a purchase money mortgage. The parties stipulate that in the event of transfer of title to the premises described herein other than by death of one or both of the makers, without the prior written consent of the holder, then the entire outstanding balance together with accrued interest thereon in the note for which this mortgage is security shall be at once due and payable.

This being the same property conveyed to the mortgagor by deed of Elizabeth F. Jenkins, of even date to be recorded herewith.



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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 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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