

203 Marjan Ct.
Rte P, Dub. Sc 29651
MORTGAGE OF REAL ESTATE -
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1537 PAGE 141
BOOK 79 PAGE 1725

FILED
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CO. S. C.

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

JOHN L. TANNERLEY
RMC

WHEREAS, FRANCES W. HART,

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES N. PADGETT,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of FIVE THOUSAND AND NO/100----- Dollars (\$5,000.00---) due and payable

in monthly installments of \$113.76 commencing on the seventh (7th) day of January, 1983, and continuing on the same day of each and every month thereafter until paid in full, but no later than five (5) years from date.

with interest thereon from date at the rate of 13.0% per cent per annum, to be paid included in said installments

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

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00) and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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) the Mortgagee on hand with and to be paid by the Mortgagee at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, here sold, 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 East side of a county road about five miles North of the Town of Greenville, O'Neal Township, County and State aforesaid, and being known and designated as lot No. Three (3) of the W. M. and Helen W. Austin property as shown on plat prepared by J. Q. Bruce, Registered Surveyor, dated February 17, 1969, and which plat has been recorded in the RMC Office for said county in Plat Book 00, page 227, and having according to said plat the following metes and bounds, to-wit:

23290
BEGINNING at an iron pin on the East side of said road at the joint front corner of lots No. 2 and 3 as shown on said plat, and running thence with the joint property line of said two lots S. 68-35 E. 52.5 feet to an iron pin at the joint rear corner of said two lots thence S. 30-10 W. 75 feet to an iron pin, thence N. 74-45 W. 219.7 feet to an iron pin on the East side of said road, thence with the East side of said road N. 18-16 E. 107 feet to the beginning point.

This is the same property conveyed to the mortgagor herein by deed of Donald E. Watson dated September 12, 1967, and recorded September 2, 1975, in the RMC Office for Greenville County in Deed Book 1023, Page 559, and deed of James C. Hart dated November 24, 1932, and recorded November 26, 1982, in the RMC Office for Greenville County in Deed Book 117, Page 94.

The above described property is subject to the restrictions as are more particularly set forth in Deed Book 538, Page 438 and Deed Book 607, Page 174.

GREENVILLE CO. S. C.
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Witness

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 now 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, his heirs, and assigns against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.