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BOOK 1254 PAGE 89

STATE OF SOUTH CAROLINA ELIZABETH RIDDLE  
COUNTY OF GREENVILLE R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Evelyn J. Carroll Padgett,

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

(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 One Thousand Seven Hundred Fifty-Nine Dollars and Eighty Cents ~~Plus \$1,759.80~~ due and payable

in montly installments of Twenty-Nine Dollars and Thirty-Three (\$29.33) Cents each, commencing October 19th, 1972, and on the 19th day of each and every monty thereafter, until paid in full,

maturity at the rate of 8 1/2 per centum per annum, to be paid: after maturity,

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, lying on the northwestern side of Montague Circle, being shown and designated as Lot No. 9 on a plat of Montague Circle, Plat No. 1, recorded in the R. M. C. Office for Greenville County in Plat Book EE, Page 33, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Montague Circle, the joint front corner of Lots Nos. 9 and 10 and running thence with the northwestern side of said Circle, N. 19-20 E. 100 feet to an iron pin; thence along the southern side of an unnamed street, N. 70-40 W. 200 feet to an iron pin; thence S. 19-20 W. 100 feet to an iron pin; thence S. 70-40 E. 200 feet to an iron pin, the point of beginning.

This mortgage is junior to a mortgage to Community Finance Corporation which mortgage is recorded in the R. M. C. Office for Greenville County in R. E. M. Book 1233, at page 39.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures new 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.